Commonwealth of Pennsylvania.

REPORT

OF THE

PENNSYLVANIA STATE RAILROAD COMMISSION

FOR THE

YEAR ENDING DECEMBER 31st, 1910

HARRISBURG:
C. E. AUGHINBAUGH, PRINTER TO THE STATE OF PENNSYLVANIA.
1911.

PENNSYLVANIA STATE RAILROAD COMMISSION.

NATHANIEL EWING, Chairman.
CHAS. N. MANN, Commissioner.
JOHN Y. BOYD, Commissioner.
W. S. SEIBERT, Acting Secretary.
WILLIAM H. ALLEN, Attorney.
JOHN P. DOHONEY, Marshal.

Harrisburg, Penna., January 9th, 1911.

TO THE HONORABLE EDWIN S. STUART,
Governor of the Commonwealth of Pennsylvania.

Sir:—In submitting our report for the calendar year nineteen hundred and ten, we deem it unnecessary to enter into any detailed statement of the ordinary business of this Commission inasmuch as that has been done in our two previous reports and the full details of that business will be found in the appendices. There are several unusual features of our work, however, to which some specific reference should be made.

PITTSBURG TROLLEY SITUATION: During the early months of this year, we completed the investigation, alluded to in our last report, into the street railway situation in the city of Pittsburg, and on the report of our expert, after conference with both the Mayor of Pittsburg and the Pittsburg Railways Company, we made a recommendation covering substantially all the points in dispute over which we had jurisdiction and which admitted of compliance by the Railways Company without prior additional franchise grants from the city and neighboring municipalities.

In addition to the specific recommendations made at that time, there were also a number of suggestions looking toward more harmonious and cordial relations between the city and the Railways Company, and having reference to some action on the part of the city which seemed to be necessary in order to permit the Railways Company to put into effect other improvements which the city desires and which the Commission thought should be made. The Railways Company promptly accepted the recommendations of the Commission and expressed its determination to comply therewith as speedily as possible, and also to make application to the city authorities for the additional franchises it thought necessary in order to enable it to make the other improvements which had been suggested. In consequence of the action by the Railways Company pursuant to our recommendation, we have had numerous assurances that the situation there has been substantially improved and that such improvement would be still further enhanced when all the recommendations have been fully complied with. To do this a lapse of some time is necessary as all the recommendations were impossible of immediate fulfillment.

LOCOMOTIVE BOILER INSPECTION: During the past year we have also completed the work of preparing regulations for the inspection of locomotive boilers, and now have promulgated rules

for that purpose, adopted blanks for reports of the railroad companies, and have in general put into effect the plan which the Brotherhood of Locomotive Engineers, through its committee, suggested to us sometime ago. The rules adopted by the Commission for this work have had the approval of an expert, of the Brotherhood of Locomotive Engineers and of the railroads, and are printed herein in Appendix "H". It is hoped that their observance will minimize the number and the destructiveness of accidents arising from lack of care of locomotive boilers.

PHILADELPHIA TROLLEY SITUATION: By reason of many complaints received concerning the street railway conditions in Philadelphia, the Commission was obliged to institute a very thorough expert investigation of that situation. For that purpose the firm of Messrs. Ford, Bacon & Davis was employed, and their work which was undertaken during the past summer, we are advised, is now nearing completion.

It is expected that the report of these experts will furnish the Commission with very complete and detailed information respecting the transportation problems in the city of Philadelphia, the general conduct of the business of the Philadelphia Rapid Transit Company and the character of accommodations it is furnishing the public, together with suggestions for the improvement thereof. So soon as this report is received, it will be acted upon by the Commission as speedily as possible, and we expect that it will in some measure at least indicate a way in which substantial improvement in the street railway service in that city can be obtained.

RESOLUTION OF THE SENATE: By Resolution passed by the Senate of Pennsylvania March 31st, 1909, this Commission was directed to make an investigation of certain service furnished by the Philadelphia & Reading Railway Company, and of the character of the equipment used, with special reference to suggesting improvements in both. In obedience to that instruction several inspections of that service were made, and numerous conferences held both with the Railway Company officials and with Senator Snyder, the author of the Resolution. The results achieved are specifically set forth in a report of the case, to be found in Appendix "A", and will be seen to include improved service, both in the number of trains and in the running time of the same, and in the addition of a considerable number of the new cars to the road's equipment. This improvement embraces not only the territory traversed by the lines of the company between Pottsville and Harrisburg, both via Auburn and via Reading, but also its service in Schuylkill County north of the mountain. As was to be expected, all the improvements

sought by the various communities affected could not be obtained but it is felt that the results which have been secured will contribute largely to the convenience of the patrons of the road.

INVESTIGATION OF TELEPHONE RATES: A very considerable amount of labor has been the result of the passage of the joint resolution of the Senate and House of the last Legislature requiring this Commission to make an investigation of the rates and tolls charged for telephone service in the State. This work, which has necessitated the creation of a special department for its prosecution, has been diligently pursued, and in it we have had expert guidance and assistance, and during its prosecution the telephone companies have greatly revised their schedules and rates, doubtless in anticipation of the result of this investigation.

The collection of the necessary information is about completed, and the deductions to be made therefrom are now in course of preparation. When this work is completed the Commission will make a report to the Legislature, furnishing detailed information in regard to the matters specified in the Resolution aforesaid, which report will be accompanied by such suggestions for legislation as we may deem necessary in order to secure the establishment of equitable and uniform rates for the use of telephones by the public.

ACCIDENTS: In Appendix "B" will be found a tabulated statement of the accidents reported to the Commission during the past year. Even a cursory examination of these accident reports will convince any one that as yet this State is far behind where it should be in effective measures for the prevention of serious injury and loss of life, not only to employees and passengers upon our transportation lines but also to the public which is obliged to travel on highways laid out along and across these lines, as well as to trespassers upon the roadbeds.

Accompanying our first report will be found bills, drafted by this Commission, designed to prevent trespassing upon the tracks or roadbeds of railway companies (see Appendix "I"), and to bring within the jurisdiction of this Commission the crossing at grade of highways of the Commonwealth by railroad tracks (see Appendix "J"), in order that where found necessary the Commission might prescribe some method for so protecting the public from the danger of these crossings as would tend to prevent the great number of fatalities and serious accidents that annually occur thereat. These measures did not then receive the consideration the Commission thought the importance of the subjects demanded, and we now again recommend them for passage by the present Legislature.

The reports received by this Commission for the twelve months ending December 31st last show that 86 persons were killed at these grade crossings, being 14 more than for the twelve months preceding.

RECOMMENDATIONS: The work of this Commission has necessarily been conducted in a judicial and therefore unobtrusive manner and it is possible that the public has formed an erroneous impression of the results and effectiveness of its recommendations. We are led somewhat to this conclusion by the repeated statements that the work of the Commission was wholly ineffective, and this notwithstanding the declaration made in our two previous reports that all the recommendations of the Commission have been promptly complied with. We therefore desire now and here to repeat that all the recommendations of the Commission up to the present time—with but two recent exceptions, hereafter more fully referred to—have been promptly complied with, and we call the attention of the public specifically to the accurateness of this statement.

It is, however, true that in some directions we lack authority, and this is particularly the case with respect to grade crossings of highways, to which we have already called attention, and which defect we again ask to have remedied by proper legislation.

It is also true that the Act creating this Commission does not specifically designate what shall be the force and effect of a recommendation by this Commission, and naturally some doubt has arisen on that point. Heretofore the support of public sentiment has been relied upon as the most potent factor in securing compliance with our recommendations, but in view of the uncertainty referred to, as well as the general public impression which exists, it would in our judgment be an improvement in the Act to specify just what should be the effect of a recommendation by this Commission. If, in the view of the public, it is so desired, the Act could be amended to state that a finding and recommendation made by this Commission shall be equivalent to one made by a court of record of this State; or if it be deemed best not to go to that extent, the amendment could declare that such finding and recommendation should have at least the force and effect of a verdict by a jury or a conclusion reached by an auditor appointed by a court. The effect of such an amendment as the latter would be, in case of a contest respecting compliance with our recommendations, that the action by this Commission would be taken as making out a prima facie case and throw the burden of proof upon the contestant; and it would seem that after this Commission has made an examination of a case, has heard the parties and their counsel, and arrived at a conclusion therein that such at least should be the effect of its determination.

It is with reluctance and only in consequence of statements recently noticed in the press of this State that this matter is referred to here, the Commission having been satisfied to proceed diligently

in the discharge of its duties within the provisions of the Act creating it, feeling that with such general compliance by the common carriers of the State with its recommendations as has been the case to the present any agitation on the subject by it might seem somewhat unnecessary. This does not mean, however, that there is any hesitancy on the part of the Commission fully to exercise any authority which may be conferred upon it.

CASES OF NON-COMPLIANCE: Of the two cases before referred to, wherein the company complained against has failed to comply with the recommendation of this Commission, one was a question of passenger fare on the Baltimore & Ohio Railroad from points between Pittsburg and Connellsville to points east of Connellsville, and the facts in this case are substantially these: The Pittsburg & Lake Erie Railroad has a line competing with the Baltimore & Ohio Railroad between Pittsburg and Connellsville, and on that line as yet the rate of two cents per mile prescribed by the Act approved April 5th, 1907, is still in effect, while as to the Baltimore & Ohio line that Act has been held invalid. In consequence, however, of the competition with the Pittsburg & Lake Erie in that territory, the Baltimore & Ohio continues to sell tickets at the two-cent per mile rate to and from all points between Pittsburg and Connellsville but between any of those points and points east of Connellsville it enforces the straight three-cent fare. The result of this is that passengers between points east of Connellsville and points west thereof have to pay a fare in excess of that charged from the same point to Connellsville and thence from Connellsville to the point of destination, making the through fare higher than the aggregate of the locals. It was against this practice complaint was made to this Commission, and after very full consideration the Commission determined that the circumstances required it to recommend that the fares complained about be reduced to a sum not exceeding the aggregate of the locals to the same point, which the Baltimore & Ohio Company has now refused to do. It may be observed that this recommendation is in entire accord and agreement with the decision of the Interstate Commerce Commission in the case of the United States against the same Railroad Company and others, decided by that Commission on March 2, 1909, and reported in Interstate Commence Commission reports volume 15, page 470.

The other case referred to is against the Pennsylvania Lines West of Pittsburg, in which the complaint was that those Lines refused to check baggage through to points east of Pittsburg on presentation of a combination of tickets good for first class passenger accommodations to said points, as, for instance, upon presentation of a commutation ticket good from point of embarkation to Pittsburg and also of a Pennsylvania Railroad mileage book good from Pitts-

burg to points east thereof. This practice subjects passengers to very great inconvenience, requiring them—no matter at what hour they may reach the city of Pittsburg, nor how close may be the connection at that point—to disembark and have their baggage re-checked there, and the complaint against the practice was very serious and wide-spread. The Commission made a very careful investigation of this subject and gave the respondent, the Pennsylvania Company, a full hearing in the matter and finally concluded that the practice was unjustifiable and the imposition of an unreasonable inconvenience upon its patrons, and promulgated a recommendation—not only to it but all other lines in this State—that such practice should be discontinued, and baggage checked through to destination on the presentation of such tickets as aforesaid. With this recommendation every other road in the State, where their practice theretofore had been different, promptly complied, and the Pennsylvania Company alone refuses to do so.

The Commission is perfectly willing to submit to the public the determination of whether or not its findings and recommendations in these two cases are reasonable and proper. The records in these cases have been certified to the Attorney General, in accordance with the provisions of section XVII of the Act creating the Commission.

STATE MAPS: The Commission has recently contracted for the publication of two maps of the State of Pennsylvania, one showing the steam railroads of the State in colors and trolley lines in black, and the other showing the trolley lines of the State in colors with the steam railroads in black. Every endeavor is being made to have these maps accurate and up-to-date, and if this endeavor succeeds these maps will be a valuable addition to the archives of the Commonwealth. It is expected that they will be finished during the coming spring.

A statement in detail of the traveling expenses and disbursements of the Commission, its officers, clerks and experts is submitted in Appendix "G".

The Act creating this Commission is printed in Appendix "K", and the Rules of Practice adopted by the Commission to govern procedure before it will be found in Appendix "L".

Respectfully submitted,

NATHANIEL EWING,
Chairman.

CHAS. N. MANN,
JOHN Y. BOYD.

APPENDIX "A."

Complaints filed with the Commission during the year ending December 31, 1910, and cases unfinished December 31, 1909, with the proceedings thereon.

TABLE OF CASES.

FILED 1910.

353. Wm. H. Teas vs. Baltimore & Ohio Railroad Co., Buffalo, Rochester & Pittsburgh Railway Company.	In re baggage checking rules.
354. The Individual Car Onwers Association of United States vs. Railroads.	In re use and abuse of private cars.
355. Lewis M. Shafer vs. Adams Express Compony, Wells Fargo & Company Express.	In re careless handling of live stock, Rate on eggs, Hartstown to Avalon, Pa.
356. Ferdinand Koenig, Secretary, German American Republican League vs. Philadelphia Rapid Transit Co.	In re condition of cars on the Fox Chase and Germantown Division.
357. Walter W. Roach vs. Philadelphia Rapid Transit Co.	In re manner of closing of doors on "Pay-within" cars.
358. Stalnaker Iron Company vs. Pittsburgh Car Demurrage Bureau.	In re refund on cars that are refused and moved forward into new service
359. Mrs. M. A. Bowen vs. Philadelphia Rapid Transit Co.	In re insufficient service.
360. A. C. Osburn vs. Pittsburgh & Lake Erie Railroad Co.	In re station facilities at Alliquippa.
361. The East McKeesport Board of Trade vs. Pennsylvania Railroad Company.	In re dangerous and unsanitary condition of tunnel leading to passenger tracks at Wilmerding.
362. The East McKeesport Board of Trade vs. Pittsburgh Railways Company.	In re sanitary condition of cars, overcrowding, and inadequate service during rush hours.
363. Gabriel H. Moyer vs. Philadelphia & Reading Ry. Co.	In re station facilities at Palmyra.
364. C. B. Kaiser vs. Philadelphia & Reading Ry. Co.	Discrimination in passenger tariff on Bethlehem branch.

365. C. W. Arny & Sons vs. Philadelphia Rapid Transit Co.	Insufficient and inadequate service.
366. F. H. MacFarland vs. Philadelphia Rapid Transit Co.	In re sale of exchange tickets.
367. H. S. Fraunfelter vs. Philadelphia & Reading Ry. Co.	In re unnecessary lowering of gates at crossing.
368. Walter P. Maguire vs. Philadelphia & Reading Ry. Co.	In re charges for transfer of four carloads of coal at Harrisburg.
369. J. S. Sheppard vs. Pennsylvania Railroad Company, Philadelphia & Reading Ry. Co.	In re passenger service south of Darby Creek on Philadelphia & Chester Branch of the Pennsylvania Railroad.
370. Roy C. Danner vs. Adams Express Company.	Excessive charges for shipment of wheel chair.
371. Ellwood T. Garner vs. Philadelphia & Reading Ry. Co.	In re rates of fare, Valley Forge to Norristown.
372. Thomas Williams vs. Schuylkill Valley Traction Company.	Discomfort caused by not heating cars.
373. H. B. Freeburn vs. Baltimore & Ohio Railroad Co.	In re shelter station at Paint Creek.
374. The Philadelphia Company vs. Baltimore & Ohio Railroad Co.	Overcharge on shipment of pipe, Allegheny to Wilmerding.
375. W. E. Terhune Lumber Company vs. Central District & Printing Telegraph Company.	In re excessive charges for extension telephone set to desk.
376. Thomas Kerchner vs. Schuylkill Railway Company.	In re shelter station at Fowlers on Schuylkill Railway Company.
377. Phoenix Iron Works vs. Erie Railroad Company, Bessemer & Lake Erie Railroad Co.	Rate on castings, Meadville to Struthers.
378. West Chester Road Improvement Association, et al, vs. Philadelphia & West Chester Traction Company.	In re rates of fare.

379. Citizens of Philadelphia vs. Philadelphia Rapid Transit Co.	In re inadequate service in general.
380. John R. Bittinger vs. Pennsylvania Railroad Company	Rate on crushed stone, Hanover to Sells Station.
381. J. Harvey Martin, International Harvester Co. of America vs. Pennsylvania Railroad Company	In re failure of agent at Millmont to take proper care of mower.
382. J. Sharon McDonald vs. Beaver Valley Traction Company	In re service.
383. Agnes C. McCoy vs. Adams Express Company.	In re loss of coat in transit.
384. David W. Jones vs. Philadelphia & Reading Ry. Co.	In re stoppage of passenger trains at Upper Donaldson.
385. The Philadelphia Company vs. Baltimore & Ohio Railroad Co.	In re freight charges on car of wrought iron pipe, West Brownsville to Weston, W. Va.
386. Thomas Wolstenholme Sons & Co., et al, vs. Pennsylvania Railroad Company.	In re stoppage at Frankford Junction trains to and from Atlantic City.
387. R. R. Boggs, Chairman, vs. The Bell Telephone Company.	In re rates for call service from hotels.
388. W. T. Fowler, et al, vs. Pennsylvania Railroad Company.	In re station facilities at Eagleville.
389. J. M. Tate, Jr., vs. Penna. Lines West of Pittsburgh.	In re refusal to check baggage on combination of two tickets.
390. James Todd vs. Penna. Lines West of Pittsburgh.	In re refusal to check baggage on combination of two tickets.
391. Joseph Pennell vs. Adams Express Company.	In re rates, Philadelphia to Wawa, Pa.
392. F. H. Hall vs. Pennsylvania Railroad Company.	In re freight on magazines between Huntingdon and Harrisburg.
393. M. Sexton vs. Wabash Pittsburgh Terminal Ry. Co.	In re employment of boy fourteen years of age to take train orders.

394. K. H. Shriver, et al, vs. Beaver Valley Traction Company.	In re service.
395. The Milton Manufacturing Co. vs. Pennsylvania Railroad Company.	In re discrimination in demurrage charges by reason of demurrage rules not being uniform throughout the State.
396. William L. Loeser vs. Central Pennsylvania Traction Co.	Petition for all night street car service in the City of Harrisburg.
397. Pittsburgh Cut Flower Company vs. Baltimore & Ohio Railroad Co.	In re restoration of train No. 152 from Bakertown to Pittsburgh.
398. Citizens of Tipton vs. Altoona & Logan Valley Electric Co.	In re shelter station at Tipton, Penna.
399. Stucker Construction Company vs. Philadelphia & Reading Railway Co., Baltimore & Washington Car Demurrage Bureau.	In re demurrage on private car placed on private siding.
400. Edmund Randell vs. The Central Railroad of New Jersey.	In re charge for transfer at Harrisburg of corpse ticketed and checked through from Catasauqua to Newville.
401. Eduard Schenk vs. Railroads.	Refusal of railroads to permit use of bills of lading printed on colored paper.
402. Pittsburg Kennywood Park Co., Ltd., vs. Pittsburgh & Lake Erie Railroad Co.	Alleged community discrimination in excursion rates.
403. J. K. P. Shoemaker vs. Pittsburgh Railways Company.	Electric connections between bells on platform and push buttons on cars out of repair.
404. Bear Lake Borough vs. Erie Railroad Company.	In re inadequate passenger train service.
405. The Siller, Narten, Barnes Co. vs. Trunk Lines Mileage Bureau.	Refusal to redeem unused portion of an interchangeable mileage ticket.
406. Elmer C. Anderson vs. Pittsburgh Railways Company.	In re refusal of conductor to issue transfers after fare had been paid.

407. Eduard Schenk vs. Pittsburgh & Lake Erie Railroad Company.	In re rates of fare charges under alleged false mileage.
408. Corry Hide & Fur Company vs. Pennsylvania Railroad Company.	In re handling in freight warehouse of hides as to damage and destroying marks and tags upon them.
409. Mill Creek Coal Company vs. Pennsylvania Railroad Company.	In re right of railroad to charge the minimum freight rate over and above the actual contents of car.
410. Arthur Bendle vs. Johnstown Passenger Railway Co.	Overcrowded condition of cars.
411. Jos. D. Krout vs. The Wilkes-Barre Railway Co.	Refusal of conductors to issue transfers on holidays.
412. Citizens of Borough of College Hill vs. Beaver Valley Traction Company.	In re unsatisfactory and insufficient service.
413. Samuel E. Cavin vs. Philadelphia & Reading Railway Co.	In re rate of fare, Columbia Avenue to Jenkintown and return to Philadelphia. Terminal.
414. William C. Burtt vs. Pittsburgh Railways Company.	In re withdrawal of transfer privileges.
415. Belfast Slate Company vs. Lehigh Valley Railroad Company.	In re rates on slate, Nazareth to Linden, Penna.
416. Residents of Sherwood & Angora vs. Pennsylvania Railroad Company.	In re restoration of station at Angora.
417. George A. Sims vs. Buffalo & Lake Erie Traction Co.	Rates of fare.
418. Walter A. Rumsey, et al, vs. Pennsylvania Railroad Company.	In re rates of fare and inadequate service.
419. Fred C. Greene vs. Adams Express Company.	Discrimination in wagon delivery service.
420. Paul J. Sherwood vs. Pennsylvania Railroad Company.	Rate on household goods, East Bloomsburg to Rita, Penna.
421. J. M. Morin, Director Public Safety, vs. Duquesne Inclined Plane Company.	In re overloading of cars.

422. S. K. Taylor, et al, vs. Philadelphia Rapid Transit Co.	Total cessation of trolley service on League Island line.
423. Lehigh Valley Cold Storage Co. vs. Railroad Companies.	Rates on eggs.
424. Samuel R. Carter vs. Pennsylvania Railroad Company.	Storage charges on packages.
425. Jesse Ransberry vs. Delaware Lackawanna & Western Railroad Company.	Rates on shipment of drilling machines.
426. T. J. Carroll vs. Duquesne Inclined Plane Co.	Right to issue ticket limited only to date indicated thereon.
427. William Dando vs. Baltimore & Ohio Railroad Co.	Rates of fare.
428. C. Churchill vs. Philadelphia Rapid Transit Co.	In re condition of car No. 1483.
429. H. G. Manning vs. Pennsylvania Railroad Company.	In re rates of fare.
430. The Evening Telegraph of Phila. vs. Philadelphia Rapid Transit Co.	In re service.
431. Residents near Paschal Station vs. Pennsylvania Railroad Company.	Restoration of Paschal Station on the P. B. & W. Branch.
432. Williams Brothers vs. Buffalo & Susquehanna Railway Co.	In re freight and passenger station at Conrad, Penna.
433. Residents of Jacobs vs. East Broad Top R. R. & Coal Co.	Petition for establishment of freight and passenger station at Jacobs.
434. A. J. Detwiler vs. Pennsylvania Railroad Company.	Refusal of railroads to furnish standards required on cars for shipment of telephone poles.
435. Jesse J. Shuman vs. Pittsburgh Railways Company.	Refusal to issue transfers on July 4th, Independence Day.
436. Ralph P. Tannehill vs. United States Express Company.	Refusal to accept at Pittsburgh shipments of perishable goods destined to Sagertown.

437. Charles Dreifus Company vs. New York, Ontario & Western R. R. Co.	Excessive rate on shipment of scrap iron from Park Place to Pottsville.
438. John Gilfillan vs. Delaware Valley Railroad Company.	Excessive rate of fare between Stroudsburg and Bushkill.
439. American Refractories Company vs. Pennsylvania Railroad Company.	Excessive rate on shipment of magnesite fire clay.
440. J. A. Lutz vs. Baltimore & Ohio Railroad Co.	Rates of fare, Morgantown, Port Marion and Uniontown.
441. Stroebel Steel Construction Co. vs. Pennsylvania Railroad Company.	In re demurrage charges.
442. W. G. Bigler vs. Pennsylvania Railroad Company.	Unnecessary delay and expense in forwarding to destination baggage which had missed connections.
443. Harvey B. Mann vs. Pullman Company.	Excessive rate for berth, Mifflin to Philadelphia.
444. Charles E. Keck vs. Wilkes-Barre & Hazleton Ry. Co.	In re shelter station at Ashley.
445. Citizens of Tombicken vs. Pennsylvania Railroad Company.	Inadequate train service to Hazleton and return.
446. Residents of Halifax vs. Pennsylvania Railroad Company.	Petition for evening train service, Harrisburg to Halifax.
447. Sterling Oil Company vs. Pennsylvania Railroad Company.	Shipments destined to non-agency stations not delivered promptly.
448. J. Lewis Heck vs. Pennsylvania Railroad Company	Application for establishment of flag station, Heckton Mills.
449. Reynoldsville Brick & Tile Co. vs. Pennsylvania Railroad Company.	In re rates on brick.
450. J. M. Little, et al, vs. Erie Railroad Company.	Petition for train service at Kennard.
451. County Comimssioners of Somerset County vs. Baltimore & Ohio Railroad Co.	In re right to charge three cents per mile in violation of Act of April 5th, 1907.

452. H. E. Zerbe vs. Philadelphia & Reading Railway Co.	Inadequate station facilities at Cressona.
453. James Barr vs. Adams Express Company.	In the matter of handling express shipments of butter.
454. P. S. Obley vs. Baltimore & Ohio Railroad Co.	In re overcharge on shipment of cement building blocks, West Newton to Smithton.
455. H. G. Kramer vs. Philadelphia & Reading Railway Co.	Alleged discrimination in rate on freight shipped to 63rd and Eastwick Avenue.
456. C. Howard Palmer vs. New York, Susquehanna & Western Railroad Company.	Refusal to erect siding or switch.
457. Orington A. Ware vs. Adams Express Company.	In re wagon delivery service.
458. W. H. G. Gould vs. Pennsylvania Railroad Company.	Inadequate train service, ticket arrangements and baggage checking facilities at 40th Street Station.
459. Thomas B. Gilbert vs. Philadelphia & Reading Railway Co.	In re failure to provide means for furnishing tickets to patrons and closing station without notice.
460. J. B. Jenkins vs. Pennsylvania Railroad Company.	In re rate of fare, Carlisle to Carbondale.
461. J. A. Watson vs. Pennsylvania Railroad Company.	In re claim check in connection with checking of baggage.
462. Farmers Ferry Company vs. Pennsylvania Railroad Company.	Request for stoppage of trains at ferry crossing.
463. Cunningham Piano Company vs. Pennsylvania Railroad Company.	Refusal to erect siding or switch.
464. Alexander C. Douthitt vs. Pittsburgh, Fort Wayne & Chicago Railroad Company. (Penna. Lines West of Pittsburgh).	In re regulations regarding the shipping of milk in cans.
465. E. P. Gretton vs. Baltimore & Ohio Railroad Co.	In re right of railroad to charge full fare for children on presentation of mileage book.

466. C. A. Dickson vs. Erie & Pittsburgh Railroad Co. (Penna. Lines West of Pittsburgh).	Refusal to check baggage from Spruce Creek to Bellwood on combination of two tickets.
467. A. L. Kaufman vs. Pittsburgh Railways Company.	Refusal to accept transfers.
468. C. H. Grove vs. Pennsylvania Railroad Company.	In re claim for damage in shipment to a monument.
469. W. A. Kittredge Company vs. Lehigh Valley Railroad Company.	Overcharge on shipment of scrap iron, Tunkhannock to Berwick.
470. Isaac Hurst vs. West Penn Railways Company.	In re discrimination in rates of fare.
471. John T. Church vs. Railroads.	In re inadequate siding facilities.
472. Charles L. Hamilton vs. Adams Express Company, American Express Company.	In re refusal of agent to ship express by shortest route.
473. The Wilkoff Brothers Company vs. Penna. Lines West of Pittsburgh.	Refund on shipment of scrap iron, Export to Trafford City.
474. George Sloyer vs. The Bell Telephone Company	In re service.
475. Willis Geist Newbold vs. Adams Express Company.	Refusal to deliver package consigned to complainant in City of Harrisburg.
476. Lehigh Valley Facing Company vs. Lehigh Valley Railroad Company.	Exorbitant rates on coal.
477. J. W. McClaren vs. Pennsylvania Railroad Company.	Alleged overcharge on shipment of shirts, South Bend, Ind., to Connellsville, Penna.
478. The Jos. Joseph & Brothers Co. vs. Pennsylvania Railroad Company.	Alleged shortage on car scrap iron shipped from Allegheny to Altoona.
479. Edward C. Griggs vs. Allegheny Valley Street Ry. Co.	In re service.
480. Karl Simpson vs. Pennsylvania Railroad Company.	Application to have second section of train No. 10 stop at Larimer.

481. Edwin S. Nyce, et al, vs. The Schuylkill Navigation Co.	Refusal to open locks after 8:00 P. M. and on Sundays.
482. Fink Brewing Company vs. Adams Express Company.	In re refusal to return empty crates beer bottles except upon prepayment of charges.
483. J. Kaufmann vs. Mt. Penn Gravity Railroad Co.	Overcrowded condition of cars, sale of round trip tickets and service in general.
484-485. The Evening Times, Philadelphia, Penna. vs. Philadelphia & Reading Railway Co. Pennsylvania Railroad Company.	Alleged insanitary and inadequate service in the transportation of milk.
486. Ross N. Hood vs. Pennsylvania Railroad Company.	In re station facilities at Duncannon.
487. Abraham Mezivitz, et al, vs. Pittsburgh Railways Company.	Excessive fare, West Carson Street.
488. Wilkoff Brothers Company vs. Pennsylvania Railroad Company.	Overcharge on shipment of scrap iron, Bessemer to Breckenridge, Penna.
489. S. A. Fishburn vs. Philadelphia & Reading Railway Co.	In re demurrage charges.
490. J. D. Schaeffer vs. Maryland & Pennsylvania Railroad Company.	Alleged overcharge on shipment of household goods and one buggy from Bryansville to Idaville, Penna.
491. E. B. Kemble vs. Pennsylvania Railroad Company.	Alleged overcharge collected on passenger fare, Mount Carmel to Philadelphia, Penna.
492. Charles H. Smith vs. Reading Transit Company.	In re frequent failure to complete schedule route of cars operating between Lebanon and Annville.
493. H. B. Abbott vs. Philadelphia & Reading Railway Co.	Alleged excessive fare charged from Port Clinton to Reading and Tamaqua to Reading.
494. Wilbur T. Richardson vs. Pennsylvania Railroad Company.	In re extra train fare assessed between Pittsburg and Wilmerding.
495. Chester H. Ashton vs. New York Central & Hudson River Railroad Company.	Inefficient train service on the Cowanesque Branch.

496. J. E. Rutherford vs. United States Express Company, Adams Express Company.	In re delivery limits within the City of Harrisburg.
497. H. Harris vs. Adams Express Company.	Alleged excessive charges for transportation of a plant from Philadelphia to Clifton City, Delaware County, Pa.
498. Citizens of Sugar Grove, Freehold and Pittsfield, Warren County, vs. Erie Railroad Company.	Petition for establishment of passenger facilities at Lottsville.
499. Otto G. Zimmerman vs. Duquesne Inclined Plane Company.	In re rules and regulations governing the issuance of transfers and tickets.
500. T. F. DeCoursey vs. Pennsylvania Railroad Company.	Regulations for making delivery on consignments of meat.
501. Residents of Washington County vs. Baltimore & Ohio Railroad Co., Pittsburgh Railways Company.	Petitions for train connections at Finleyville.
502. George Lodge, Jr., vs. Reading Transit Company.	Insufficient service between Norristown and Swedeland.
503. American Plate Glass Company vs. Pennsylvania Railroad Company.	Alleged discriminatory rate on grinding sand.
504. Residents near Wolvertons Station vs. Pennsylvania Railroad Company.	Petition to stop train No. 67 at Wolvertons Station.
505. Columbia Coal & Coke Company vs. Pennsylvania Railroad Company, Ligonier Valley Railroad Company.	Rate on coke.
506. Borough of Avis vs. New York Central & Hudson River Railroad Company.	Petition for construction of overhead bridge across yard tracks.
507. George E. Wolfe vs. The Bell Telephone Co.	Alleged discrimination in rate between subscribers and non-subscribers.
508. Citizens of Montgomery vs. United States Express Company, Adams Express Company.	Petition for free collection and delivery service.
509. J. N. Glover vs. Adams Express Company.	Excessive rate for transportation of box.

510. J. E. Yenny vs. Pennsylvania Railroad Company.	Regulations relative to the use of commutation tickets.
511. New Park & Fawn Grove R. R. Co. vs. Stewartstown Railroad Company.	Alleged refusal and neglect by defendant to receive, transport and deliver complainant's passengers, tonnage and cars without delay and discrimination.
512. Oliver A. Keefer vs. Pittsburgh, Harmony, Butler & New Castle Railway Company.	Excessive rate on plaster from Warrendale to Criders Corners, Penna.
513. Lewis F. Caster vs. Pennsylvania Railroad Company.	Storage charges on package.
514. West End Coal Company vs. Pennsylvania Railroad Company.	Discrimination in rates on coal.
515. Johnstown Chamber of Commerce vs. The Bell Telephone Company.	Discrimination in rates.
516. M. A. Nash vs. Eastern Pennsylvania Railways Co.	Inadequate schedule on Coal Castle branch.
517. Board of Health, Glenolder Borough, vs. Philadelphia Rapid Transit Co., Southern Pennsylvania Traction Co.	Heating of cars.
518. F. P. Holly vs. Pennsylvania Railroad Company.	Train connections at Olean on the Main Line for passengers from Bradford, Penna.
519. Walter F. Leedom vs. Pennsylvania Railroad Company.	Location of new station.
520. Levan H. Brehm vs. Philadelphia & Reading Railway Co.	Regulations governing loading of milk.
521. Fred L. Castor vs. Pennsylvania Railroad Company.	Storage charges on baggage.
522. W. H. Cox & Company vs. Baltimore & Ohio Railroad Co.	Excessive switching charge.
523. D. N. Shanaman vs. Philadelphia & Reading Railway Co.	Train connection at Harrisburg to Reading on Penna. R. R. trains from the West.

524. Robt. M. Wilfong vs. Pennsylvania Railroad Company.	Overcharge on wagon shipped from Radnor to Wolfsburg.
525. John F. Miles vs. Lake Shore & Michigan Southern Railway Company.	Passenger train service from towns in western part of Erie County to Erie, Penna.
526. Harvey Gourley, et al, vs. Philadelphia & Reading Railway Co.	Location of passenger station and approaches thereto.
527. Citizens of Middletown vs. Central Pennsylvania Traction Co.	In re car service.
528. Elk Tanning Company vs. Pennsylvania Railroad Company.	Excessive rate, overcharge on shipment of coal.
529. Frank Frohlich vs. Baltimore & Ohio Railroad Co.	Inefficient service on Johnstown & Berlin branches.
530. L. G. Waid vs. Pittsburg & Lake Erie Railroad Co.	Stopping of train No. 23 at Woodlawn.
531. M. C. Ihlseng vs. Adams Express Company.	Train connections at Blairsville Intersection causing delay in delivery of perishable express matter.
532. Stockton W. Jones vs. Philadelphia Rapid Transit Co.	Condition of cars, inadequate schedule on line to Doylestown.
533. Citizens of Ulysses, Penna., vs. New York Central & Hudson River R. R. Co.	Inadequate station facilities.
534. The Petroleum Telephone Company vs. The Bell Telephone Company.	Alleged discrimination in granting a period of free service to new subscribers.
535. Johnstown Telephone Company vs. The Bell Telephone Company.	Alleged discrimination in granting a period of free service to new subscribers.
536. J. N. Glover vs. Adams Express Company	Rate on thirty pound can of milk, Vicksburg to Lewisburg.
537. Employees of U. S. Navy Yard vs. Philadelphia Rapid Transit Co.	Service to Navy Yard.

538. Residents of Fairview Twp., York County, vs. Northern Central Railway Co.	Erection of passenger station at Marsh Run.
539. W. B. Skinkle vs. Pittsburgh & Lake Erie Railway Co.	Unsafe operations of trains and dangerous approaches to station at Woodlawn, Penna.
540. H. M. Fry vs. Reading Transit Company.	Refusal to issue transfers.
541. Peck Lumber Manufacturing Co. vs. Lehigh Valley Railroad Company.	Alleged excessive switching charge.
542. Elton J. Buckley vs. Pennsylvania Railroad Company.	Method of lighting cars on the Germantown and Chestnut Hill branches.

REPORT OF CASES CLOSED 1910.

No. 353.

WILLIAM H. TEAS vs. BALTIMORE AND OHIO RAILROAD COMPANY, BUFFALO, ROCHESTER AND PITTSBURGH RAILWAY COMPANY.

The complainant set forth in his complaint that he had frequent occasion to travel between Ridgway and Meyersdale, Penn.; that Meyersdale is on the Baltimore & Ohio Railroad and the most convenient route to Ridgway is via Pittsburgh and the Buffalo, Rochester & Pittsburgh Railway, as the latter road uses the Baltimore & Ohio station in Pittsburgh; that complainant is always provided with mileage for both roads but the baggage agents refuse to check the baggage through unless a through ticket is bought. This necessitates a delay in Pittsburgh to recheck the baggage and as the connections are close the complainant is frequently compelled to miss one of the two daily trains on the Buffalo, Rochester and Pittsburgh and not infrequently has had to remain in Pittsburgh over night.

The Buffalo, Rochester & Pittsburgh Railway Company of respondent in answer to the above complaint advised the Commission that their baggage agents have not heretofore been permitted, under their tariffs, to check baggage beyond the lines of their Company on combination tickets, which would mean two mileage tickets, but that instructions have been issued authorizing the agents to do so, which will doubtless satisfy the complaint.

The Baltimore & Ohio Railroad Company on failure to file sufficient answer was advised that the following recommendation was made by the Commission:

RECOMMENDATION.

"That any tickets which entitle the passenger to first class passage and the transportation of baggage when presented in such combination as to form a through route, shall entitle the passenger to have his baggage checked through to destination, if the baggage would be so checked on a joint through ticket."

Case marked closed.

No. 354.

INDIVIDUAL CAR OWNERS ASSOCIATION vs. THE RAILROADS.

The Individual Car Owners Association, an organization composed of owners of private cars and having members all over the United States, including such cities as Pittsburgh, Baltimore, Cleveland, Detroit, Cincinnati, Louisville, St. Louis, Chicago, Denver and San Francisco advised the Commission that a number of its members owning cars and citizens of the State of Pennsylvania, desired

to submit certain questions affecting their interest as owners of cars used in the transportation of coal mined, coke produced and oil refined at their own mines, ovens and refineries.

These questions affecting the earnings, the use and abuse, damage and repairs, and the control of the cars which they own, that said Association has vainly asked for relief from various railroad associations and, under date of December 30th, 1908, asked for relief from the American Railways Association but so far without even a reply; that at the last annual meeting at Detroit, Michigan, December 7th, 1909; the Executive Committee, by unanimous resolution, instructed its officers to submit the questions in dispute to the Interstate Commerce Commission and to the various State Railroad Commissions for their hearing and judgment, and requested to have a hearing arranged to be held before the Commission, relative to the use and abuse of private cars.

Subsequently a hearing was held before the Commission and testimony taken, the complainant being represented by V. B. Ward, President; John B. Frost, 2nd Vice President; Robert J. Bailey, Secretary; William P. McGraw, James Mines, Robert Mitchell, C. A. Buch, and John Jenkins, and there was also present, in behalf of the American Railway Association, Arthur Hale, Esq.

After careful consideration, the Secretary of the Individual Car Owners Association was advised by the Commission that it was difficult to see how any action by this Commission can be either very efficient or sufficient in promoting their desires.

In the first place, the membership of the Association, and presumably their interest in and practice of the use of individual cars, extends over a large part of the United States, whereas the Commission's jurisdiction is limited to the State of Pennsylvania. It is, therefore, impossible for any action by the Commission to affect more than a minority of the members.

Again, some, perhaps many, of the Pennsylvania members use their cars in interstate service, when also they would be beyond the jurisdiction of the Commission. And, very possibly, when the cars are employed by the owners in strictly intrastate business, yet the railroads may, for their own use, carry them beyond the state lines, in which case the control and compensation would again be outside of this juisdiction.

And, while the Act creating this Commission confers upon it the right and power to inquire into the "use and compensation for cars owned or controlled by persons other than the carrier" and to "determine what is a reasonable charge," yet it is thought that by "the use" is meant not the character of the use and care of such cars, but rather the principle and the policy of their use, and the exent thereof, so that the action of the Commission is practically restricted to recommendations regarding such policy and to the compensation to be allowed for the use of such cars. So far as the mere question of compensation is concerned, the understanding is that the individual car owners are practically satisfied with that now allowed, and that the real grievance is over the charges made by the railroad companies for repairs, which is a question this Commission cannot deal with at all. The fact of every repair and of the reasonableness of the charge therefor, when controverted, are matters which only a court can determine, in the absence of an agreeement otherwise. And if there be such an agreement and its terms are violated, a court must enforce it.

It is also, no doubt the fact that practical uniformity in all matters respecting the use and regulation of individual cars is a great desideratum and varying rates of compensation and of rules controlling the use of these cars in the several states would but further complicate the situation. For this reason it is thought that the most effective course to pursue to improve present conditions is to apply to the Interstate Commerce Commission, whose jurisdiction extends over the whole

country, and whose action would be so largely persuasive in the several states as to induce the local tribunals to practically follow it, and thus uniformity would be secured in both interstate and intrastate transportation. On the other hand, there is hardly any possibility that any action taken by a State Commission would be highly regarded by the National Commission, if even by that of any other state; but the probability is that each state would be influenced by local interests and conditions as to provide different rules and regulations in each state.

If the individual car owners of this State desire the Commission to inquire into "the use and compensation" for cars owned by them, and will file a petition to that effect, setting forth therein specifically the particular matters to be so inquired about, etc., and the names of the common carriers of the State interested and concerned therein, this Commission will, after due notice to such carriers, proceed in the regular way to make such inquiry.

The complainant advised the Commission of the filing of complaint before the Interstate Commerce Commission at Washington, and the complaint before this Commission was, therefore, dismissed.

No. 355.

LEWIS M. SHAFER vs. ADAMS EXPRESS COMPANY, WELLS FARGO AND COMPANY EXPRESS.

The complainant alleged careless handling of live stock on the part of the Adams Express Company, and excessive charge for shipment of eggs from Hartstown to Avalon on the part of Wells Fargo & Company Express.

After an investigation of the complaint by the Commission and correspondence with the complainant and respondents, the Wells Fargo & Company Express satisfied that portion of the complaint, which arose by reason of their having charged more than the published tariff, on the shipment referred to, by making refund.

So far as the proper care of live stock in transit was concerned, the complainant was advised by the Commission that if he has been damaged by the neglect of the carrying Company in this regard, his remedy is at law and not within the jurisdiction of the Commission. Case marked closed.

No. 356.

FERDINAND KOENIG, SECRETARY, GERMAN-AMERICAN REPUBLICAN LEAGUE vs. PHILADELPHIA RAPID TRANSIT COMPANY.

Complaint was made by the following resolution adopted by the German-American Republican League:

"Whereas: The cars of the Fox Chase and Germantown Division of the Philadelphia Rapid Transit Company are inhumanely and beastly overcrowded, and Whereas: repeated protest have had no effect in bettering this deplorable condition.

"Therefore: Be it Resolved that we protest to the State Railroad Commission of this disgraceful condition as being prejucidial to the health and morals of the patrons and demand immediate relief and emphatically condemn the asinine management for its wilful neglect to furnish proper accommodation."

In reply the respondent advised the Commission that the Germantown service is ample and the cars are adequate both in number and size; that it is no doubt true that these cars are overcrowded at certain hours but that no transportation company has ever been able to give a seat to every passenger at those hours of the day when several hundred thousand people start to travel in the same direction.

On the Fox Chase Division accommodations are adequate up to a certain point, beyond that the traffic is not sufficient to warrant greater service than is now given.

This complaint was referred to the experts of the Commission in connection with the complaint of the Evening Telegraph of Philadelphia, et al.

No. 357.

WALTER W. ROACH vs. PHILADELPHIA RAPID TRANSIT COMPANY.

The complainant directed the attention of the Commission to the form of so-called "Pay-Within" cars operated by the respondent Company, whereby the passengers are locked in the cars by sliding doors controlled by mechanical devices moved only by air pressure, setting forth that in case of accident or mishap to this mechanical contrivance or its failure to work, the passengers imprisoned within the cars are unable to escape and are consequently in danger due to panic; also as to what rightful authority has ever been given or could possibly be given to any public service corporation to lock people in cars in such a manner.

In answer the respondent advised the Commission, setting forth that their mechanical department is now installing an emergency apparatus by means of which the air pressure operating the doors of these cars can be instantly relieved, making it possible to open the doors by hand, without regard to the pneumatic control.

This complaint was turned over to the Commission's experts in connection with the case of the Philadelphia Evening Telegraph, et al.

No. 358.

STALNAKER IRON COMPANY vs. PITTSBURGH CAR DEMURRAGE BUREAU.

The complainant Company advised that claim had been made on respondent for refund of half car service on four cars shipped from Carnegie, Penna., handled by the Baltimore & Ohio at Youngstown, Ohio.

The Commission advised the complainant that the subject of claim, being a matter of interstate business, is without the jurisdiction of this Commission, and the case was dismissed.

No. 359.

MRS. M. A. BOWEN vs. PHILADELPHIA RAPID TRANSIT COMPANY.

The complainant alleged insufficient service on the Haddington line of cars operated by the Philadelphia Rapid Transit Company, also that the same were not heated up to 9:30 or 10:00 A. M.

The respondent answering said complaint set forth that for a larger part of their route the streets covered by the Haddington cars have also the cars of another line; the headway on the Haddington cars is six minutes during the rush hours and eight minutes during the middle of the day; the Lansdowne cars, covering the same route, run on the same headway so that there is a car every three minutes during the rush hour and every four minutes in the middle of the day; the service is ample to take cars of the traffic of these lines.

It is quite possible that complainant may have waited for an hour for a car, but if this happened it was due to a block down town, which may have been a mile or more away from the point mentioned.

A copy of the answer of the respondent was sent to the complainant and in the absence of any further communication the case was dismissed for want of prosecution.

No. 360.

A. C. OSBURN vs. PITTSBURGH AND LAKE ERIE RAILROAD COMPANY.

A complaint was made to the Commission by a resident of the town of Aliquippa, stating that the station facilities at that place were in a very bad condition; that it contained only one waiting room.

The complaint was joined in by Mr. George A. Hoffman, President of the Town Council, who filed correspondence with the respondent Company, which set forth that the respondent desired that the Borough vacate certain streets for the purpose of enabling the respondent to make such improvements as it desired, and that in return the respondent would construct a station, thereby providing the necessary facilities desired.

The Commission was advised by the respondent that the necessary action had been taken to at once start the construtcion of a 50 foot freight room on the north end of the present station. As soon as this is completed it will release the room now used for package freight, which can be converted into a men's waiting room, which will in turn release the general waiting room and make the same available for the exclusive use of women.

This action was deemed advisable as a temporary measure, pending adjustment by the Borough Council on the new and larger passenger lay-out, which has been delayed by reason of their inability to vacate certain streets which exist only on paper.

The Commission, after informing the complainant that respondent had advised that steps had been taken to relieve the conditions complained of, the complaint was marked dismissed.

No. 361.

EAST McKEESPORT BOARD OF TRADE vs. THE PENNSYLVANIA RAILROAD COMPANY.

By its president, the East McKeesport Board of Trade made complaint that the majority of the citizens of that place are employed at Wilmerding, East Pittsburg and Pitcairn and are obliged in going to and from their work to use the defendant's tunnel at Wilmerding; that said tunnel is always in a damp and insanitary condition, very poorly lighted and entirely too small to properly care for the thousands that must pass through it in the space of a few minutes during the morning, noon and rush hours; that the steps leading into said tunnel and out of it are quite steep and consequently dangerous, especially during the winter season, the tunnel in question affording the only legitimate means for getting to and from the passenger tracks of the defendant Company, and moreover, these passenger tracks are removed a considerable distance from the passenger station, which latter fact proves a great temptation to many to avoid the tunnel entirely and resort to the dangerous expedient of crossing the freight tracks and jumping the fence separating the freight tracks from the passenger tracks.

In answer to the above complaint, respondent advised the Commission that this tunnel was built in 1903 for the accommodation of their patrons and, in consequence of a verbal arrangement with the Westinghouse Air Brake Company, also for the accommodation of its employees.

The floor of the tunnel is several feet below the bed of Turtle Creek and the water which accumulates in the tunnel flows into a sump, out of which it is pumped, except when the water in Turtle Creek is so high as to put the tunnel

out of service. The span is fifteen feet, which was thought at the time the tunnel was built, ample both for the patrons of the railroad company and the employees of the air brake company, and is believed to be ample at the present time.

The steps referred to in the complaint are of the usual kind in passenger tunnels, having a 6-inch rise and a 11½-inch tread, which is believed to be entirely safe and adequate. The stairway leading from the tunnel to the station platform is 6 feet wide, which is the usual width. However, it is expected within the next few months, in connection with other improvements, to increase this width to 10 feet. The lighting of the tunnel has not been altogether satisfactory. Recently by the use of white paint on the roof, conditions have materially improved, and it is possible that by the use of Tungsten lamps the lighting may be still further improved, and this will be given the necessary attention.

The dampness complained of is unavoidable on account of the fact that the tunnel is located below the water level of Turtle Creek. However, the tunnel is a highway, not a waiting room, and there would seem to be no just ground for complaint on account of dampness other than would apply to a sidewalk or street.

Attention is called to the fact that residents of East McKeesport desiring to reach the works of the Westinghouse Air Brake Company have two other means of accomplishing that object. There is a viaduct across the railroad company's tracks several hundred feet west of the bridge about one thousand feet east of the tunnel.

For the information of the Commission, a blue-print plan showing the location of Wilmerding Station, platform, tunnel and tracks of the railroad company, was enclosed. This plan was made in 1905, since which time, however, there have been some slight chagnes in the tracks. For want of time it was not possible to prepare a correct plan to date. The viaduct west of the tunnel and the overhead bridge east of the tunnel, referred to, as well as the streets with which they connect, are shown in red, the air brake works occupying the property north of these tracks and lying between the red lines referred to. On this property of the air brake works are a number of buildings which are located to the right of way of the railroad company.

It is the present intention of the Company to construct two additional passenger tracks at this point, with an additional island platform, which will, of course, necessitate an additional entrance to the tunnel, thus dividing the traffic, which should result in improved conditions.

The passenger station was located on the south side of the tracks because there was no other ground available, as there is not sufficient room on the right of way of the company to construct a station on the north side of their tracks, and, as noted above, the air brake works have buildings quite close to and north of their right of way. In addition, the main part of the town lies on the south of their tracks, and the station on that side results in greater convenience to the public as a whole.

Upon receipt of the answer of the respondent company the complainant advised the Commission that the careful and sincere explanation made by the respondent and the diligent efforts the respondent company was making toward effecting improvements, were satisfactory.

The case was marked closed.

No. 362.

EAST McKEESPORT BOARD OF TRADE vs. PITTSBURGH RAILWAYS COMPANY.

The East McKeesport Board of Trade of East McKeesport, Pennsylvania, an association of citizens organized for the purpose of improving and developing local conditions and interests, filed before the Commission a complaint relative to the passenger service afforded by the Pittsburgh Railways Company between Glassport and Wilmerding, setting forth that the respondent company runs upon the aforesaid line antiquated and filthy cars; that the majority of East McKeesport's citizens are employed at McKeesport on the one side and Wilmerding and East Pittsburgh on the other and are absolutely dependent upon the Pittsburgh Railways for transportation facilities into and out of their Borough; that the service during the morning and evening rush hours is entirely inadequate to properly care for the traffic and dangerous overcrowding is a natural result, passengers standing on the rear fender rather than take chances of a long wait for a car on which they can find a seat or even comfortable standing room. Formerly the Railways Company allowed passengers to occupy the front vestibule during the rush hours but upon the promulgation of your Commission's most excellent order respecting this practice the capacity of the cars was necessarily curtailed to a considerable degree with no appreciable increase in the number of cars to compensate for the reduction in carrying capacity. The conditions cited with reference to overcrowding have recently been the cause of several incipient riots at the Wilmerding terminus by reason of passengers filling up the front vestibule and the motorman refusing to start his car until the platform was cleared.

The respondent answering said complaint, set forth that:

> "The Pittsburgh Railways Company is not running antiquated or filthy cars through the Borough of East McKeesport, the average age of the cars being twelve years and they are kept in clean condition. The cars used on this line are the standard single truck type of car such as is used elsewhere throughout the City.
>
> "The Company is running a fifteen minute headway schedule on the line throughout the greater portion of the day as needed and at the time when the works of the Westinghouse Air Brake Company are closing additional trippers are operated, three of which arrive at the works as the men are coming out, and another a few minutes thereafter. These cars are sent away from that point as closely together as is consistent with safety in view of the long Wilmerding Hill that has to be ascended.
>
> "It is understood that recently the Westinghouse Air Brake Company has been working their employees overtime and the Railways Company has not been advised as to when this overtime is worked, or when it will cease for the evening, and it is impossible for the Railways Company to have a sufficient regular service to take care of the men who are working overtime as well as those working regularly, and with erratic traffic condition it is almost impossible to provide a service that will be satisfactory and determine when cars are needed.
>
> "Throughout the month of January the weather conditions throughout the City have been worse from the view point of street car operation, than for a great many years, and so many cars have become crippled through these weather conditions that the service has been greatly delayed and irregular on account of this condition of the cars.
>
> "As to the so-called incipient riots referred to in the complaint, we would suggest that these were due to the insistence of too many passengers getting on the first car that came along, not being willing to wait. The cars are sent away from the Works of the Westinghouse Air Brake Company at intervals of approximately three minutes at the time the men are leaving the works.

After due consideration of the complaint and answer, the Commission ordered an inspection to be made, and advised the respondent that:

> "Respondent should make special effort to be accurately informed as to the hour or hours when employees of the Westinghouse plant are likely to be relieved, so that the necessary tripper cars can be provided for their accommodation, and that another tripper car at 5.55 P. M., in addition to those already provided at that hour, would aid materially in relieving the congestion. The Commission, therefore, recommends that said Company take these measures at once to meet the demands which are not put upon that portion of their system.
>
> It is to be noted that the inspection of the Commission was made during the operation of the summer schedule and above recommendation is based upon such operation, although the complaint was originally brought to the attention of the Commission during the winter, and it is reasonable to suppose that some of the conditions complained of are the result of the comparatively inadequate equipment, unsatisfactory weather, and operating conditions then prevailing.
>
> "It is the hope of the Commission that your Company in providing for the handling of the traffic on this Division next winter, will anticipate more nearly the requirements of your patrons and that the service will be correspondingly improved as compared with the operations of last winter.

The respondent and complainant advised the Commission that the recommendations as set forth in the opinion of the Commission, had been carried out, and the case was marked closed.

No. 363.

GABRIEL H. MOYER vs. PHILADELPHIA AND READING RAILWAY COMPANY.

Complainant set forth that the station facilities afforded by the respondent Company at Palmyra were insufficient, inasmuch as the present station was unfit for passengers to occupy—it having only one waiting room, same being poorly lighted and ventilated; that for several years the aforesaid corporation maintained two waiting rooms; but that several years ago the one waiting room was converted into an express office for the sorting of express packages.

The respondent Company in its answer denied that the present depot was unfit for passengers to occupy. It further states that the matter of the improvement of the station facilities at Palmyra had been under investigation and consideration and that preliminary plans for a new station were at that time in the hands of its Chief Engineer, but that there were some difficulties in regard to the location of the proposed new station, growing out of the location of a grade crossing immediately adjacent to the station, and which requires very careful consideration before a decision is arrived at, and which may cause some delay before definite action would be taken by the respondent.

The respondent advised the Commission that the preliminary plans had been completed and the construction of the station had been authorized.

Complainant was advised of this action on the part of the respondent and the case dismissed.

No. 364.

G. B. KAISER vs. PHILADELPHIA AND READING RAILWAY COMPANY.

The complainant alleged disproportion and discrimination in the passenger tariff on the Bethlehem branch of the Philadelphia & Reading Railway, and as an illustration stated that he had occasion to travel from Glenside to Doylestown and return. At Glenside he was informed by the Agent of the Company that return tickets were not sold from that station. He, therefore, purchased a one-way ticket for 70 cents. He complained that if he had gone from the Terminal in Philadelphia, travelling 14.9 miles further each way, he might have bought an excursion ticket for one dollar.

On his return trip he bought a ticket from Doylestown to Edge Hill, one mile from Glenside, for 55 cents and paid a fare of 5 cents on the train from Edge Hill to Glenside, thus saving, he alleges, an additional 10 cents on this tariff, which, according to the complainant, discriminates against the people of Glenside.

The answer of the respondent to this complaint was, that, while there is an apparent disproportion in the rates between Doylestown and Edge Hill or Glenside, it does not admit that there is any discrimination in the passenger tariff on the Bethlehem branch. The rates are in all cases within 3 cents per mile. The respondent further explained that the rate from Doylestown to Glenside had been kept at 70 cents—the maximum per mile—in order to deter trip passengers from endeavoring to make the combination with the trolley service from Glenside, or the cheap commutation rates from that point, which passengers could do if the trip rate between Doylestown and Glenside was on the same proportion as at Oreland or Edge Hill.

After considerable correspondence with the Commission, the respondent expressed its unwillingness to reduce the rate between Glenside and Doylestown, but agreed to adjust the intermediate rates so as to, if possible, avoid the apparent inequality that was originally complained of by Mr. Kaiser. The reduced rates became effective April 1st, 1910, and the complainant advised the Commission that they satisfied the complaint.

No. 365.

C. W. ARNY & SON vs. PHILADELPHIA RAPID TRANSIT COMPANY.

The complainants alleged that, due to the methods by which the Philadelphia Rapid Transit Company is discharging its obligations to the public, in the City of Philadelphia, the very inferior service rendered is not only causing a large amount of suffering and inconvenience and loss of time to the citizens, but is seri-

ously restricting the city in its normal growth and interfering with the value of real estate situated away from its centre, and formulated the following complaint:

> "FIRST: The time schedule is unnecessarily slow, the discipline of the employes is bad and they are utterly indifferent to any obligation to maintain even this very slow schedule.
> "SECOND: The cars are run too far apart, especially the trunk lines, resulting in crowding far beyond the capacity of the cars and beyond also the point of decency.
> "THIRD: The cars are cold and badly ventilated.
> "FOURTH: The service on the elevated road is utterly inadequate to the demands placed upon it. Trains of four cars only during rush hours, are incapable of caring for the public.
> "FIFTH: The provisions for passengers at transfer points is utterly inadequate.
> "That this complaint is made because as manufacturers complaints are seriously inconvienced in their business and believe the value of their real estate holdings is impaired, also on behalf of the employees who lose time and are necessarily irregular in attendance and who suffer discomfort by the very inferior facilities offered for transportation."
> "The conditions complained of have been much aggravated by the bad weather existing during the last three weeks, but inferior and unsatisfactory service is characteristic of this corporation as well in good weather as in bad."

The Commission requested the complainants to particularly designate the points of transfer where the facilities are not adequate, on what lines the cars are not heated and on what lines occur the interference between cars.

In the absence of any further communication on the part of the complainants, the case was dismissed for want of prosecution.

No. 366.

DR. F. H. MACFARLAND vs. PHILADELPHIA RAPID TRANSIT COMPANY.

Complainant directed the attention of the Commission to the sale of exchange tickets by the Philadelphia Rapid Transit Company, alleging that the sale of these tickets should either be stopped or conductors should be instructed to cash them or receive them as fare for a ride after the time indicated by the punch had expired, for the following reasons:

The Company cannot and has not fulfilled its obligation to give the holder transportation over the route indicated by the exchange since Christmas day, 1909. By selling these exchanges the Company is getting money by false pretenses, as it cannot give the ride as the exchange calls for. It stands ready to redeem these exchanges if the holder pays two cents postage to deliver a three-cent excahnge to its office at 8th & Dauphin Streets, or takes it there in person at the expense of time and car fare. The Company is in possession of thousands of dollars received from the sale of these exchanges which are never used and which it costs so much in money and time to get redeemed.

Respondent advised the Commission that it would be impracticable on account of the opportunity for abuses that would arise to permit conductors to receive

expired exchanges at a valuation of three cents. That it is not true, as stated by complainant, that the Company has failed to fulfill its obligation to the buyers of exchanges. It may happen occasionally that an exchange expires before it is used, through no fault of the passenger, but the arrangements for the redemption of the exchanges are exactly the same as prevail on every railroad. That respondent Company has offices in the Land Title Building as well as at 8th & Dauphin Streets, where exchanges may be redeemed at any time, and as a matter of fact the Company redeems thousands of unused exchanges every year; that if the conductors were allowed to turn in expired exchanges as the equivalent of three cents cash, here would be every incentive for conductors to accumulate these expired exchanges and substitute them for cash actually received. No railroad, either steam or electric, can permit conductors to act as cashiers with respect to expired tickets.

The complainant was advised of the answer of the respondent and of the fact that offices were maintained for the redemption of unused exchanges and the case was dismissed.

No. 367.

H. G. FRAUNFELTER vs. PHILADELPHIA AND READING RAILWAY COMPANY.

Complaint was made to the Commission regarding the unnecessary delay in lowering gates at the railroad crossing at Mohrsville, on the line of the Philadelphia & Reading Railway.

The attention of the respondent Company was directed to this matter and they were asked to instruct the gate-keeper to pay more attention to the traveling public on the highway desiring to cross the railroad at this point.

The respondent advised the Commission that a defect in the mechanism of the gates existed at the time of the filing of the complaint but that the same had been corrected and that the cause of the complaint had been removed.

Complaint was, therefore, dismissed.

No. 368.

WALTER P. MAGUIRE vs. PHILADELPHIA AND READING RAILWAY COMPANY.

Complaint was made against the respondent Company for the unreasonable and exorbitant charge for the transfer of four carloads of coal, originally consigned by the Rochester & Pittsburgh Coal & Iron Company to the Central Iron & Steel Company, Harrisburg, Penna. These cars upon reaching Harrisburg were placed by the respondent Company in their yard below the Elliott-Fisher

Typewriter Works. Upon the request of the Central Iron & Steel Company the cars were shunted into the Harrisburg Rolling Mill Company's siding, which was practically 300 yards west of where they were standing.

The charge made by the respondent Company for this service amounted to $2.50 per car. Had the cars been delivered to the original consignee—the Central Iron & Steel Company—it would have been necessary to take them approximately one-half mile from the yard below the Elliott-Fisher Typewriter Works, and this service would have been rendered by the respondent Company on their original way bill. In other words, for the regular charge per ton from the mines, which is $1.50 per gross ton. The complainant requests that an order for a refund of $10.00 be made in this case.

The complainant, after having an interview with the Commission, advised that the four cars referred to in the complaint were proffered for delivery to the Central Iron & Steel Company before they were placed on the Philadelphia & Reading Railway Company's siding below the Elliott-Fisher Typewriter Works, and in view of all the circumstances, the complainant desired that he might withdraw his complaint.

No. 369.

JOHN S. SHEPPARD vs. PHILADELPHIA AND READING RAILWAY COMPANY, AND PENNSYLVANIA RAILROAD COMPANY.

Complaint was made regarding the failure of the Philadelphia and Reading Railway Company, of respondent, to operate passenger trains south of Darby Creek on the Philadelphia and Chester Branch of the Pennsylvania Railroad, which branch is under lease to the Philadelphia and Reading Railway Company, with the restriction that they shall run no passenger trains further south on the same than Darby Creek, which is about two miles from Chester, which leaves the passenger end of it so that it does not pay; that they are now running four trains a day from Darby Creek to Philadelphia and return where eight used to be operated both ways.

The Philadelphia & Reading Railway Company, of respondent, in its answer sets forth that, in the first place, their Company has no continuous line of railroad from the east side of the Schuylkill, in Philadelphia, to Chester

Beginning in Philadelphia, there is the line of the Schuylkill River East Side Railroad, held under lease by the Baltimore & Ohio Railroad Company, and connecting the P. & R. system at Park Junction with another part of that system at Eastwick's, on the west side of the Schuylkill. Over the tracks of this road, which pass through the station yard at 24th and Chestnut Streets, the P. & R. has very limited and restricted rights under traffic arrangements. From Eastwick's—or rather from the tracks of the Philadelphia, Baltimore & Washington Railroad at Grays Ferry and southward through Eastwick's—to Eddystone, north of Chester, the line of railroad is owned by the Philadelphia, Baltimore & Washington Railroad Company but is held and operated by the Philadelphia and Reading Railway Company under the terms of a lease made July 1, 1873, by the Philadelphia, Wilmington & Baltimore Railroad Company to the Philadelphia and Reading Railroad Company. From Eddystone southward the railroad is owned

by the Chester and Delaware River Railroad Company, a separate corporation, all the capital stock of which is owned by Reading Company, and whose railroad is operated in connection with, and is part of, the Reading Railway System.

This line between Gray's Ferry and Eddystone, so acquired by lease from the P. W. & B. Railroad Company, was not intended for transportation of passengers beyond its termini and, at the time of its acquisition, could not practically have been made part of a route for passenger accommodation between any point thereon, or beyond, and Philadelphia. There was no obligation upon the lessee to carry passengers beyond either terminus.

In the early seventies, the then P. W. & B. Railroad Company, under the Act of 1869, straightened and improved its line between Philadelphia and Chester and constructed its existing line. This left on its hands the line, now operated by the Philadelphia and Reading Railway Company, between Gray's Ferry and Eddystone. This section so left, the P. W. & B. was permitted by law to hold and use notwithstanding the substitution of the new route; and, inasmuch as its new route fully supplied the means of transportation of freight and passengers between Chester and Philadelphia which it was obliged to furnish, the P. W. & B. felt at liberty to devote the old line to the limited or restricted use provided for in the said lease of July 1, 1873.

As it is the limitations and restrictions expressed in this lease which produce the difficulties, a copy was enclosed for the use of the Commission, and attention called to the second, third and fourth sections thereof.

At the time of this acquisition, the Chester and Delaware River Railroad was in progress of promotion or construction. There was no connection between its line and that of the P. & R., but there was a connection at Gray's Ferry between the old P. W. & B. Line, so acquired by the Philadelphia & Reading Railroad Company, and the line of the Junction Railroad, which latter road extended up the west side of the Schuylkill to Belmont Junction and there connected with the P. & R. at the west end of the old Columbia Bridge.

At that time, the stock of the Junction Railroad Company, except a few shares issued to individuals, was owned and held by the Pennsylvania Railroad Company, the Philadelphia, Wilmington & Baltimore Railroad Company and the Philadelphia & Reading Railroad Company, in equal, or nearly equal, proportions. Subsequently the Supreme Court of this State, by its judgment in a litigated case, practically deprived the Philadelphia and Reading of its use of its supposed right to use the tracks of the Junction Railroad for the interchange of freight traffic, (See Penna. R. R. Co.'s Appeal, 80 Pa. St. 265) and, accordingly when the line of the Baltimore & Ohio was projected from Baltimore to Philadelphia, the P. & R. people naturally sought a new relation.

The P. & R.'s new relations with the B. & O. system make it altogether dependent upon the grace and favor of the B. & O. for the use of the latter's terminals at Philadelphia. In operating between Eddystone and the B. & O.'s 24th and Chestnut Streets station, the P. & R. is obliged to use an expensive part of the line of the B. & O from Eastwick's, west of the Schuylkill, via the bridge across the Schuylkill, to the station.

The connection is onerous and burdensome and the passenger traffic has always been expensive and unremunerative, even between the points where, under the limitations mentioned in the lease referred to, the Philadelphia and Reading Railway company may carry passengers and receive the full revenue.

It has been and is the opinion of the Company that, under all these circumstances—important among which is the absence of a continuous line held in common ownership—and especially since public travel between all points on the line was amply provided for by the P. B. & W.'s new, straightened and improved line, and inasmuch as ample accommodations for all passenger traffic between Chester and

Philadelphia are afforded by the present P. B. & W. and the B. & O., as well as by the trolley lines now in operation, the P. & R. company feels that it ought not to be—and cannot be—called upon to make the sacrifice involved in running through passenger trains to and from Chester, that is, doing the business for nothing and paying all the expenses itself.

The Pennsylvania Railroad Company, of respondent, in its answer sets forth that the portion of the railroad of the *then* Philadelphia, Wilmington & Baltimore Railroad Company (*now* Philadelphia, Baltimore & Washington Railroad Company) between Grays Ferry and a point north of Chester was constructed on low ground near the Delaware River, and was, because of freshets, subject to overflow, materially impeding transportation. To avoid the difficulties and embarrassment occasioned by such overflows, the Philadelphia, Wilmington and Baltimore Railroad Company about the year 1872 or 1873 constructed, in accordance with power and authority duly vested in it, an improved and straightened line between said points on higher ground further away from the river. Under date of the first day of July, 1873, the said Philadelphia, Wilmington & Baltimore Railroad Company leased to the Philadelphia & Reading Railroad Company, of which the Philadelphia & Reading Railway Company is the successor, the said old line for which the said improved and straightened line had been substituted, extending from Grays Ferry, in the twenty-seventh ward of the City of Philadelphia, to the point in Delaware County where said old line connected with said improved and straightened line, said point being styled Ridley Junction, for a term of nine hundred and ninety-nine years from the date of the lease. The last-named point is about ninety-five hundredths (95-100ths) of a mile north of Chester and about one and eighty-four hundredths (1-84-100ths) miles south of Darby Creek. In this lease the lessee covenanted, in substance, to pay the Philadelphia, Wilmington & Baltimore Railroad Company for each trip of every passenger transported for hire over any portion of the said demised railroad or over any portion of the route formed by the said demised railroad and any southward extension of the same constructed by the Philadelphia & Reading Railroad Company, or any other Company controlled by the Philadelphia & Reading Railroad Company, a sum of money equal to that which would have been payable to the Philadelphia, Wilmington & Baltimore Railroad Company at its then highest current rates for the trip of such passenger on the railroad of the Philadelphia, Wilmington & Baltimore Railroad Company from the point on the said railroad of the said Philadelphia, Wilmington & Baltimore Railroad Company nearest to the point at which the said actual trip began to the point on the said railroad of the Philadelphia, Wilmington & Baltimore Railroad Company nearest to that at which the said actual trip ended, with the proviso that the said obligation of the said Philadelphia & Reading Railroad should not apply to any passenger whose trip on the said demised railroad shall have been confined to that portion thereof lying to the northward and eastward of Darby Creek.

For this leasehold interest the lessee paid the round sum of three hundred and fifty thousand dollars ($350,000) in cash, and in said lease the said Philadelphia, Wilmington & Baltimore Railroad Comapny covenanted that whenever and so soon as legislative authority should have been obtained for that purpose it would convey all its estate, right, title and interest in the railroad and premises demised by the lease to the said Philadelphia & Reading Railroad Company, its successors and assigns, absolutely, so as to secure to the Philadelphia & Reading Railroad Company, its successors and assigns, the absolute and unqualified ownership of the said railroad and other demised premises. No such legislative authority having been obtained, however, no such conveyance was ever made.

It will thus be perceived that the statement of the complainant that the piece of railroad in question was "leased to the P. & R. *with the restriction that they shall run no passenger trains further south on same than Darby Creek*" is not correct.

A hearing was held and testimony taken and, after full consideration, the Commission advised the complainant that it was of the opinion that there is no such demand shown for the installation of passenger service on this line south of Darby Creek as would warrant the Commission in making a recommendation therefor; and the train service between Darby Creek and Philadelphia seems to be adequate to meet the requirements of that locality. The complaint, therefore, was dismissed.

No. 370.

RAY C. DANNER vs. ADAMS EXPRESS COMPANY.

The complainant alleged that excessive charges were made on shipment of a wheel chair from Harrisburg to Philadelphia and return.

The respondent advised the Commission that had the chair been crated the rate would have been one-half as much as on an article of this character not crated. That it is unstable and requires considerable care to prevent damage in handling of same.

The Commission, therefore, advised the complainant that it was not prepared to state that the charge in question is unreasonable or excessive and, therefore, would demand further proof of that fact.

As the complainant failed to furnish additional proof of the excessive charges, the case was closed.

No. 371.

ELLWOOD T. GARNER vs. PHILADELPHIA AND READING RAILWAY COMPANY.

Complaint was made regarding a charge of 18 cents for the carriage of passengers for a distance of 6.4 miles between Valley Forge and Norristown, and Valley Forge to Port Kennedy for 5 cents, and Port Kennedy to Norristown, 10 cents, making a total of 15 cents, setting forth that the same wsa a greater rate than allowed by law.

Respondent set forth that the ticket rate from Valley Forge to Norristown, a distance of 6.4 miles, is 18 cents. This rate is arrived at by applying the 2½ cents per mile rate to the distance taken as 7 miles; that the rate from Valley Forge to Port Kennedy is 2.1 miles and is 5 cents. This is the rate that has been in force for a number of years and was originally based on assuming that the distance was an even 2 miles. Accurate measurement shows that the distance is 2.1 miles and that respondent would properly be entitled to charge 8 cents for this distance.

The distance from Port Kennedy to Norristown is 4.3 miles and the present rate is 9 cents. This is the rate charged by the Pennsylvania Railroad from Norristown to their station opposite Port Kennedy—Betzwood—they being the short line. Respondent's rate is an arbitrary one and is made to meet theirs without any reference whatever to the distance. Strictly speaking, respondent avers that they

would be entitled to 13 cents on a 2½ cent per mile rate, and directs the attention of the Commission to the fact that this rate per mile is less than the legal rate to which the respondent Railway is entitled.

The complainant was advised by the Commission that the answer of the respondent appears to explain the occasion for the difference in rates between Valley Forge and Norristown and Port Kennedy and Norristown, and as all of which are less than the legal rate which said Company would be entitled to charge, the complaint is, therefore, dismissed.

No. 372.

THOMAS WILLIAMS vs. SCHUYLKILL VALLEY TRACTION COMPANY.

The Commission was advised by complainant that the cars on the respondent's road were extremely cold although having heaters; that he requested the conductor to turn on the heat but was referred by him to the Company's office at Norristown.

The respondent advised that the car in question came in from its trip with the heating apparatus crippled and that this was the whole cause of the incident. It was repaired before it again went into service. It being a slushy, wet day the wire running from the trolley to the heating apparatus had burned off and hence communicated no heat.

The answer of the respondent Company was sent to the complainant and the case dismissed.

No. 373.

H. B. FREEBURN vs. BALTIMORE AND OHIO RAILROAD COMPANY.

The complainant petitioned for a suitable shelter station at Paint Creek on the Somerset & Cambria branch of the respondent road.

The Commission, after an investigation of the matter, recommended the establishment of a station of this character with proper provision for the heating and lighting of the same. Case marked closed.

No. 374.

PHILADELPHIA COMPANY vs. BALTIMORE AND OHIO RAILROAD COMPANY.

A petition was presented to the Commission, asking for a refund of $6.00, being amount of overcharge on P. R. R. car 369131, carload of pipe shipped from Allegheny, Penna., to Wilmerding, Penna., charged at 8 cents per cwt., setting forth that at the time shipment was made respondent named a rate of 4 cents per cwt., from Allegheny to Brinton, and Brinton to Wilmerding of 50 cents per net ton.

Respondent advised that investigation developed that shipment was loaded near the South Avenue yard, Allegheny, about one mile from freight station; that the bill of lading was made out by the shippers, the Allegheny Heating Company; that the agent at Allegheny denies the allegation made by the complainant as to the quotation of rate, and that respondent is unable to locate that any quotation whatever was made to shippers or consignees. Under the circumstances, the shipment having been charged at the published rate, would not understand that any refund could legally be made.

The complainant was advised by the Commission that inasmuch as the respondent Company claims it is unable to ascertain that the quotation of 50 cents per net ton from Brinton to Wilmerding was made at any time to the shipper, and in the absence of their ability to establish that such quotation was made by the carrier upon whose lines the shipment originated, and further in view of the fact that the rate assessed from Brinton to Wilmerding was the tariff rate of the Pennsylvania Railroad between those points at the time shipment moved, the complaint is, therefore, dismissed.

No. 375.

W. E. TERHUNE LUMBER COMPANY vs. CENTRAL DISTRICT AND PRINTING TELEGRAPH COMPANY.

Complainant set forth that the charges made for additional desk phones in the City of Pittsburgh were very much higher than those applying in other cities, and that such charges were excessive, and requested that action be taken toward the reduction of the same.

In answer, the respondent set forth that, in order to meet the public demand for a more convenient and flexible manner of using the telephone, the so-called extension telephone was developed. When a subscriber desires telephone service, a circuit is run from the central office of the telephone company to some convenient point on the premises of the subscriber and at this point the principal telephone set is installed. An extension telephone is an additional telephone connected with the principal telephone and on the same circuit, located at such place on subscriber's premises as he may desire.

It has been the common experience of all telephone companies that wherever extension telephones are used, the average amount of use of the telephone system by the subscriber is very much in excess of the average amount of use where he relies solely upon the principal telephone installed upon his premises. This increased volume of business, which is owing to the convenience of the extension set, entails a corresponding increase in the investment and operating expenses of the telephone company.

The increased expense to the telephone company rendered necessary by the use of extension sets, includes the initial cost of the instruments and installation of same, including labor and material; cost of maintenance and depreciation; the cost of inspection and trouble charges, which are substantially increased in telephones of this type; and the cost and charges upon the entire plant and operating force of the telephone company.

The universal practice of all telephone companies to make a separate charge for service furnished by and from extension telephones, and the rate charged by this company in Pittsburgh for this additional service furnished by this company's extension telephones is fair and reasonable and not higher than the charge generally made by other telephone companies for like service in other telephone exchanges of the same size and character of this company's exchange in Pittsburgh, under similar circumstances and conditions.

The Commission advised the complainant that the Commission now has under investigation the entire subject of rate for telephone companies throughout the State, and it would therefore appear inadvisable to take up any particular case in view of this work; but when all that data has been properly collected the Commission will then proceed to take up such cases in order and will then be able to dispose of same more intelligibly and expeditiously.

Complainant was advised that respondent was working on rates materially lower than the present schedule and which they believed would be entirely satisfactory. In view of this early prospective reduction they requested the Commission to withdraw the complaint.

The case was withdrawn.

No. 376.

THOMAS KERSHNER vs. SCHUYLKILL RAILWAY COMPANY.

The proceedings in this case were instituted by Thomas Kershner, regarding the condition of station facilities at Fowlers, on the line of the respondent's road, and requested that a suitable shelter station be erected at that point.

The respondent advised the Commission that there was, at one time, a shelter at this place and it is impossible to maintain it because residents or hoodlums broke it up and eventually carried it away for fire wood; that while this was being done the respondent tried to stop the destruction of it but was powerless to do so, and under the circumstances it would be impossible to maintain any shelter at this place.

The Commission recommended that the respondent Company erect at Fowlers, on or near the site of its former station, a suitable shelter for the accommodation of its patrons travelling to and from that point. The case was, therefore, dismissed.

No. 377.

PHOENIX IRON WORKS vs. ERIE RAILROAD COMPANY, BESSEMER AND LAKE ERIE RAILROAD COMPANY.

The complainant alleged excessive rate on castings from Meadville to Struthers. The interested lines were communicated with and finally fixed a rate of 8½ cents per cwt. carload and 10 cents L.C.L., to apply on articles of iron and steel manufacture. This rate was made effective September 1st, 1910, which disposed of the complaint.

No. 378.

WEST CHESTER ROAD IMPROVEMENT ASSOCIATION vs. THE PHILADELPHIA AND WEST CHESTER TRACTION COMPANY.

WILLIAM TAYLOR, For Complainant.
W. I. SHAFFER, For Respondent.

The complainants set forth in their complaint that the West Chester Road Improvement Association is a permanent organization or society for protecting and promoting the public and property interests along and in the vicinity of the the West Chester Road, a public highway leading from Philadelphia to West Chester, having sixty or more members, some of whom are farmers, others merchants in their own neighborhoods, and some of them are in business in the City of Philadelphia, most of them being property owners, and all of them are patrons of the defendant company.

That the defendant, a corporation duly organized under the laws of the State of Pennsylvania with offices at No. 610 Arcade Building, Philadelphia, is a common carrier engaged in maintaining and operating three Street Passenger Railways; one line from Philadelphia to West Chester, a distance of nineteen and three-quarter miles, one line from Philadelphia to Ardmore, a distance of six miles, and one line from Philadlphia to Collingdale, a distance of a little more than five and one-half mile, and as such common carrier, subject to the laws of Pennsylvania.

That on Monday, September 27, 1909, the said defendant raised the fare between Philadelphia and West Chester from twenty-five cents to thirty cents and changed the fare zones accordingly and on the same date discontinued issuing book tickets. The old system of fares had been in use since the road was built in 1899. It was the understanding when said road was built and the rights of way given that said fares would not be raised. Before the raise the fare was ten cents from Philadelphia to Newtown Square, a large village on said road, a distance of about

eight and one-half miles, now the fare is fifteen cents. Before the raise the fare from Broomall, another village along said road, to Newtown Square, a distance of about two miles, was five cents, now it is ten cents, placing an unbearable burden upon the many school children passing between the latter two points daily. The said defendant has not changed the fare on either of its roads to Ardmore or Collingdale, the fare on each of these roads still being five cents for the entire trip.

It is alleged that the present system of fares is in violation of the original understanding with the defendant about what the fares on said road would be when it was built; that said fares are too high, unjust and unreasonable, unjustly discriminatory and unduly preferential against the patrons of the road from Philadelphia to West Chester, particularly those going to and from Newtown Square in favor of the patrons on the roads to Ardmore and Collingdale, in violation of the Constitution of Pennsylvania of 1874, Article 17, section 3, and the Act of 1883, P.L. 72; that said rates are prejudicial to the values of property along and near to said road and that said fares are excessive for the school children and others traveling between intermediate points on said road.

That said defendant in maintaining its road bed has raised or elevated that part of the public road on which its tracks are located for long distances, thereby changing the grade of the public road contrary to law.

That said defendant has built its road bed along and upon the Philadelphia and West Chester Turnpike in many places and for a considerable distance so as to encroach upon the said Turnpike to such an extent as to occupy practically all of the earthen road leaving only a narrow stone road for public travel, thereby inconveniencing the public and violating the Act of Assembly approved April 10, 1856, P.L. 299.

In answer the respondent set forth that it has no knowledge as to whether or not the West Chester Road Improvement Association is a permanent organization or society for protecting and promoting public and property interests along and in the vicinity of the West Chester Road. It has no knowledge as to whether or not the said Association is an incorporated Association or unincorporated, nor of the number of members thereof, nor as to the occupations of the members, nor as to whether or not they are property owners. It admits that some of the persons signing the complaint against it are patrons of its cars.

It admits that it is a corporation duly organized under the laws of the State of Pennsylvania, that it is a common carrier engaged in maintaining and operating street passenger railways and that it operates its railways between 63rd and Market Streets in the City of Philadelphia and West Chester, a distance of about nineteen and three-quarter miles; from Philadelphia to Ardmore, a distance of less than six miles, and from Philadelphia to Collingdale, a distance of less than six miles.

It admits that on September 27th, 1909, it caused the fare on its lines between Philadelphia and West Chester to be raised from twenty-five cents to thirty cents and changed the fare zones in which fares were collected; and on September 8th, 1909, discontinued issuing book tickets. It avers that it did so, for the reason that the fares heretofore charged on its road between Philadelphia and West Chester and between the other points mentioned in the complaint were not remunerative or compensatory to it for the service which it rendered to the public. Before making this change a circular letter was delivered on the cars of the Company to each of its patrons. This letter sets forth reasons which made necessary this change in fare. It admits that the rate of fare heretofore existing, excepting discount book tickets, had been maintained on its road between the years 1899 and September 27th, 1909. It further avers that during all of said time the said road had only earned a small dividend on its capital stock and the stockholders feel that they are entitled now to a reasonable return on the capital invested, which they have not secured up to the present time. It further avers that the cost of construction, maintenance and

operation on the line of its road has greatly increased between the dates named, and further avers that it is impossible to operate the said road with a reasonable return on the capital invested on the schedule of fares maintained by it prior to September 27th, 1909. It denies that there was an understanding when the said road was built and rights-of-way obtained for it that fares would not be raised. It admits that before the said fares were raised the fare was ten cents from Philadelphia to Newtown Square, and that the fare to Newtown Square has now been raised to fifteen cents. It denies that Newtown Square is a large village, and avers that it does not contain a population of over 140 inhabitants, counting men, women and children. It avers that a fare of fifteen cents from Philadelphia to Newtown Square is a just and reasonable charge for the service rendered. It admits that the prior fare from Broomall to Newtown Square was five cents and that it is now ten cents. Broomall and Newton Square are so located as to be within two fare zones on the line of its said road. The respondent admits that up to the present time it has not changed the fare to Ardmore or Collingdale. The traffic between Philadelphia and Ardmore and Philadelphia and Collingdale is proportionately greater than between Philadelphia and Newtown Square or Philadelphia and West Chester. The respondent denies that the present system of fares is in violation of any understanding with any one or with any undertaking made in its behalf. It denies that the said fares are too high or that they are unjust and unreasonable or that they are unjustly discriminatory and unduly preferential against the patrons of the road from Philadelphia to West Chester or those going to and from Newtown Square. It denies that it has in any way violated the Constitution of Pennsylvania, Article 17, Section 3, or the Act of 1883, P. L. 72. It denies that the rates of fare maintained by it are prejudicial to the values of property along and near to said road. It is informed and believes that the property along and near its said road is continually enhancing in value. It submits that the inquiry as to the values of property is not germane to this proceeding and not within the powers of this Commission. It denies that the fares charged by it are excessive to school children and others traveling between intermediate points on said road.

It admits that in maintaining its road bed it has raised or elevated part of the Philadelphia and West Chester Turnpike Road on the south side thereof and beyond the travelled way thereof. It avers that the complainants have no standing to question its act in this respect for the reason that whatever the respondent has done has been done by it in pursuance of authority derived by it from the Philadelphia & West Chester Turnpike Road Company. It denies that it has built its road along and upon the Philadelphia and West Chester Turnpike Road so as to encroach thereon to such an extent as to in any way impede public travel or violate any Act of Assembly. It further respectfully suggests to this Commission that the inquiry as to its occupation of the public road or of the Philadelphia and West Chester Turnpike Road is not a matter within the jurisdiction of this Commission.

The respondent submits to this Commission that the request that it shall be required to file an annual report in form to be prescribed by this Commission is not germane to the complaint of the complainants.

The respondent denies that the complainants have suffered any wrong or injury at its hands or that their complaint discloses any matters calling for corrective recommendation at the hands of this Commission and it prays that the complaint may be dismissed.

The Commission, after a hearing at which testimony on behalf of both complainant and respondent was taken, and an examination of briefs filed by the respective parties, filed the following opinion:

> "The complaint in this case has received the very careful consideration of the Commission, and the situation has been viewed from all sides. The question involved is one which generally arises respecting the equality and fairness of fare zones on interurban traction lines.

"The operation of the respondent's road began in January, 1899, and from that date until September of 1909, the through fare from Philadelphia, 63rd Street, to West Chester, a distance of approximately 20 miles, was 25 cents, the fare zones in that distance being five, and the second one of that number—counting from Philadelphia—ended at Newtown Square, where nearly all the complainants in this case reside.

"In September, 1909, the respondent company felt compelled, by reason of the expense of the operation of that line and the patronage of the same it had been receiving, to increase those fare zones to six, making the through fare from Philadelphia to West Chester 30 cents; and in this re-adjustment of those zones, Newtown Square fell practically in the centre of the third zone, instead of being the terminus of the second, as theretofore. This change is the occasion of this complaint.

"We have not given the distance of the original zones, but the distances of the present zones on the main line, counting from Philadelphia, are as follows:

1st Zone 20,900 feet
2nd Zone 16,130 feet
3rd Zone 16,320 feet
4th Zone 17,475 feet
5th Zone 16,355 feet
6th Zone 17,060 feet

"All of these zones, it will be noted, except first, cover practically the same distance. On the first zone, however, are two branch connections, one running off therefrom at Upper Darby Junction, 5,070 feet from 63rd Street, to Collingdale 25,761 feet from said Junction, making a total distance from 63rd Street to Collingdale of 29,831 feet; and another running off at Llanerch, 14,259 feet from 63rd Street, thence to Ardmore a distance of 17,270 feet, making the total distance from 63rd Street to Ardmore 31,529 feet.

"The fare from 63rd Street to both Collingdale and Ardmore is 5 cents, and it is in comparison with the fare on these branch lines that the complainants find their principal ground of objection to the present arrangement of the zones throughout the main line.

"On all such interurban lines the most equitable arrangement of the fare zones is that which makes them practically equal in distance, for it is for his transportation for such distances that the patron pays; but in practice, it is almost impossible to make these fare zone distances absolutely equal, and in this case, with the exception of the first zone and the branch lines leading therefrom as aforesaid, the distances are as nearly equal as it is ordinarily possible to make them.

"To account for the greater length of the first fare zone and for the length of the lines to Collingdale and Ardmore, it must be remembered that this zone and these branch lines are those located at the Philadelphia end of respondent's road, in the most thickly populated section of its territory, and reach points which are competitive by reason of their close proximity to the city. Because of these facts, roads of this character have found it necessary to make such fare zones, as a rule, longer than those which extend a greater distance beyond the limits of the centers of population. Moreover, in the statements which have been furnished us by the respondent it appears that these operations of its road are those which bring it the greatest proportionate return for the services rendered Trolley rates are largely determined by the density of travel in each particular section, so that the probability is that if the travel beyond the first zone were at all commensurate with that within that zone, the other zones would be so arranged as to make each include substantially the same distance as the first.

"The complainants find no fault with the through rate from Philadelphia to West Chester, but because of what they conceive to be due to them from the Traction Company, largely, perhaps, in consequence of the location of the original fare zone terminal, they would have the second zone extended, as it originally was, to Newtown Square, making it cover a distance of 23,600 feet, and then propose, in order to maintain for the respondent the same through fare to West Chester, to make the zones between Newtown Square and West Chester considerably shorter than they now are, or have ever been; that is, they would make the third zone but 15,000 feet, the fourth zone 14,280 feet, the fifth zone 13,420 feet, and the sixth—the last—17,060 feet as it is at present.

"It is natural to suppose that if any such re-arrangement of the zones were made to suit the convenience and desires of complainants it would occasion more or, less dissatisfaction and complaint on

the part of residents all along the line between that place and West Chester, the result of which would be that the dissatisfaction, would probably be greater than it is at present.

"When the whole situation is thus considered, it does not appear that the Commission would be justified in recommending the readjustment of these fare zones which the complainants desire.

"The complaint is, therefore, dismissed."

A request for a rehearing was made and argument had. The Commission, after careful consideration and a review of the entire case, advised the complainants that it sees no reason to change its opinion already expressed dismissing the case and therefore denied the request for a rehearing of the same.

No. 379.

CITIZENS OF PHILADELPHIA vs. THE PHILADELPHIA RAPID TRANSIT COMPANY.

Numerous complaints were filed by the citizens of Philadelphia against the respondent Company, regarding the inadequate service, tickets and transfers, insanitary condition of cars, ventilation, equipment, front platforms, locked exits and service in general.

These complaints were sent to the respondent Company and a conference was had with D. T. Pierce, Executive Assistant of the respondent Company, who advised the Commission that an effort was being made for the installation of sufficient apparatus for the heating of all cars, and those complaining of the danger of locked exit doors of "Pay-Within" cars, that the Company were now working on plans to install apparatus that will, in case of emergency, release the air pressure of the locked doors and enable them to be opened by hand; that the Company are continually trying to improve the service in general but that, owing to a strike which existed at the time of these complaints, the service had been impaired.

These complaints were turned over to experts employed by the Commission for the purpose of investigating the said respondent Company, together with the complaint of the Evening Telegraph, et al.

No. 380.

JOHN R. BITTINGER vs. THE PENNSYLVANIA RAILROAD COMPANY.

As the result of a complaint filed by this complainant, the Commission recommended a rate of 45 cents per ton on crushed stone, from Hanover to Sells. The complainant subsequently petitioned for the same rate to apply on the same article from Hanover to Littlestown.

After an investigation of the matter and correspondence with the Freight Traffic Manager of the respondent Company, the rate requested was fixed so that it would apply on this traffic when originating at Bittinger.

This adjustment was satisfactory to the complainant and the case was marked closed.

No. 381.

J. HARVEY MARTIN, AGENT, INTERNATIONAL HARVESTER COMPANY OF AMERICA vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant advised the Commission that a mower shipped to Millmont, Penna., a station on the Lewisburg and Tyrone branch of the Pennsylvania Railroad, was left to lie on the platform by the station agent at that point; that the machine mentioned above on account of being exposed to the weather was in such a condition that it had to be sold at a sacrifice; that the storage charges imposed under these circumstances were unjust.

The respondent Company in its answer stated that the shipment arrived at Millmont June 23rd, 1909, and was not moved until November 22nd, 1909, although every effort was made by the agent to have the shipment moved—he even going so far as to furnish the names of prospective buyers of mowers to the complainant.

Moreover, it was understood that the purchaser accepted the machines before it was removed and remarked before a witness that the same was all right, that any reduction in price was because the season was over and not because of any damage to the machine.

The Commission advised the complainant that, assuming the answer of the respondent contained a true statement of the facts in the case, the complaint was without foundation and, therefore, dismissed.

No. 382.

J. SHARON McDONALD vs. THE BEAVER TRACTION COMPANY.

Complainant advised the Commission that the respondent Company provided no shelter for passengers; that the cars were run at infrequent intervals and failed to stop when properly flagged, and the service in general was unsatisfactory between the towns of Ambridge, Beaver, Beaver Falls, Monoca, New Brighton, Rochester, Morado and Vanport, in the County of Beaver.

The Commission requested the complainant to advise at what transfer points no shelter stations were provided and poor connections made, and to advise more fully regarding the unsatisfactory service.

As no reply was received to this request of the Commission's, the complaint was dismissed for lack of prosecution.

No. 383.

AGNES C. McCOY vs. ADAMS EXPRESS COMPANY.

The complainant advised the Commission that on a shipment to New Kensington, Penna., via the respondent Company, a ladies' coat failed to reach destination and desired that reimbursement be made for the same.

The Commission advised the complainant that it is beyond the jurisdiction of the Commission to adjust claims of such a character; that if it were a question of rates, or similar matter, the Commission would dispose of it, but the loss of an article in transit becomes clearly a matter of damages and, therefore, the case was dismissed.

No. 384.

DAVID W. JONES vs. PHILADELPHIA AND READING RAILWAY COMPANY.

Complaint was made regarding the service afforded by respondent to the miners working at Lykens and living at Donaldson, with the statement that the day-shift men living nearer to the stop at Upper Donaldson than to the stop at Lower Donaldson are able to take the miners' train at Upper Donaldson, where it was stated that the train slows up at an old box car for that purpose, but that the night-shift men returning from work at 7.00 o'clock in the morning, cannot get off at Upper Donaldson on account of that train not stopping there, and requesting that the trains in both directions which formerly did stop at Upper Donaldson for the accommodation of these miners, be stopped at this place.

Respondent advised the Commission that the station at Donaldson is 2150 feet from the public road, originally known as Upper Donaldson. For almost the entire length of this distance the grade of the railway is a rising grade of 134 feet to the mile. A few years ago on account of extreme difficulty in handling trains on that grade, the regular stop at Upper Donaldson was discontinued. About that time when Donaldson station was built it was moved about 110 yards in the direction of Upper Donaldson station; that the entire population of the territory is small and it would be a hardship to require the Railroad Company to stop these trains at both places.

The Commission had an investigation made of the physical conditions and the territory surrounding the points known as Upper Donaldson and Donaldson, and after careful examination advised the complainant that the investigation prosecuted did not disclose a sufficient demand for a recommendation for a stop at Upper Donaldson and the complaint was, therefore, dismissed.

No. 385.

PHILADELPHIA COMPANY vs. BALTIMORE AND OHIO RAILROAD COMPANY.

The complainant set forth that an exorbitant rate was charged for the shipment of a carload of wrought iron pipe, shipped from West Brownsville, Penna., to Weston, W. Va., the charge being a fraction over 30 cents per cwt.; that the respondent advised that the proper rate on this shipment, when routed via Bellaire, Ohio, was 24 cents per cwt.

The rate on iron pipe, carloads, West Brownsville, Penna., to Pittsburgh, Penna., is 4 cents, and from Pittsburgh, Penna., to Weston, W. Va., is 17 cents, making a combined through rate, when routed via Pittsburgh, of 21 cents. That, as the rate was exorbitant, a refund on the shipment should be granted.

The Commission advised the complainant that as this shipment originated in this State, and, going to a point in another State, becomes clearly a matter of interstate business and is thus without the jurisdiction of the Commission.

No. 386.

THOS. WOLSTENHOLME SONS & COMPANY, et al. vs. THE PENNSYLVANIA RAILROAD COMPANY.

Petition was filed requesting the Commission to recommend to Respondent Company that they stop the 4:14 P. M. express to Atlantic City at Frankford Junction for the taking on of passengers, and also to compel them to stop the 7:45 A. M. express from Atlantic City to discharge passengers who would use these trains daily throughout the year.

Respondent Company set forth in their answer to this petition that the circumstances and conditions existing in this case do not justify a stoppage of such trains; and that the wishes of petitioners could not be met without causing, to a greater number of the public, more serious inconvenience than that alleged by the complainants in this case; that in order to enable the trains to maintain their schedules, and also because it was found from actual records that on an average only 3.2 per cent. of the passengers used the afternoon train to Atlantic City, and only 3.5 per cent. used the morning train from Atlantic City, that the trains in question are fast interstate trains, competitive with trains operated by a rival company; that the service for which the petitioners are asking is an interstate service which does not fall within the jurisdiction of the Commission.

The complainant was advised of answer of the respondent company, and the case dismissed.

No. 387.

R. R. BOGGS, Chairman, TRAVELLERS' PROTECTIVE ASSOCIATION OF AMERICA vs. THE BELL TELEPHONE COMPANY.

ERNEST L. TUSTIN,
CHARLES S. WESLEY, } for Complainant.

JOHN E. FOX,
HUNT CHIPLEY,
ADDISON CANDOR, } for Respondent.

The complainant set forth that department stores and other places where the respondent has installed public telephone station charged a rate of 5 cents for each local message of five minutes or less duration, while in different hotels in the City of Philadelphia a rate of 10 cents is maintained, thus discriminating against the travelling public and especially the traveling salesmen of the State of Pennsylvania, who are the principal customers of hotels and the users of telephones; that the respondent advertises a schedule of prices; that with the said schedule of prices a rate of 5 cents is advertised as the regular public station charge. It also set forth that over all public pay stations either inside or outside of the hotels, the respondent puts a sign stating it is a public telephone station so that a party relying upon the rates published would be charged 5 cents above the scheduled rate if he attempted to use a telephone booth in a hotel over which was the regular sign of the respondent Company.

The Commission, after a hearing held at its office in Harrisburg, taking of testimony in the City of Philadelphia, and a full investigation, filed the following opinion:

> "This complaint respects the charge of ten cents per call made at telephone exchanges maintained in certain hotels in Philadelphia, while the respondent's advertised rate for like calls is but five cents.
>
> "Inasmuch as the facts developed at the hearing in this case show that the rate complained of is the charge established by the hotels, which maintain the service at their own expense, and not by the respondent, which only makes the connections and furnishes the equipment at a uniform price or rate to all under like circumstances, it is evident that this Commission is without jurisdiction. Since hotels are not subject to our supervision we cannot prescribe the terms upon which they shall maintain such service, which is undoubtedly a great convenience to their guests and is intended solely for their accommodation, and because the respondent furnishes like facilities to all hotels upon equal terms, there is no discrimination practiced by it in this respect.
>
> "There is, however, one feature about the conduct of these hotel exchanges which is open to criticism, and that is the fact that the display signs at or near telephone booths or desks which are furnished by the respondent, are similar to those used at its public pay stations, and, therefore, are calculated to mislead the patron and give him the impression that the charge for the service is the same as that advertised and made at such public pay stations. This should be remedied by changing these signs so that they will not indicate that these exchanges are conducted by the respondent and operated at its public pay station rates."

Such change in these signs is, therefore, hereby recommended.

No. 388.

WILLIAM T. FOWLER, et al. vs. THE PENNSYLVANIA RAILROAD COMPANY.

The petitioners set forth in the complaint that they, and the entire population of Blanchard, the Township of Liberty and a portion of the Township of Curtain, Centre County, Penna., labor under a great inconvenience for the want of a convenient, comfortable and sanitary depot, for shipping and receiving freight, express and passenger traffic, at a point on the Bald Eagle Valley branch of the Pennsylvania Railroad, known as Eagleville (Blanchard P. O.) for the following reasons, to wit:

First. For the reason that the Pennsylvania Railroad is the only practical line for traffic to the West.

Second. Eagleville is the nearest point to the population of Blanchard, comprising about four hundred or four hundred and fifty people, and the most advantageous point to the population of Liberty Township with a population of eight hundred and fifty people. Also the only advantageous outlet to a number of the people of Curtain Twnship, located in the Marsh Creek Valley.

Third. Because Blanchard is one-half mile from Eagleville, and there is sufficient traffic from this point to warrant the maintenance of an agency at Eagleville. Most of which traffic is now forced to the N. Y. C. & H. R., one and one-fourth miles distant, and P. R. R. at Beech Creek, Penna., one and one-half miles distant.

Fourth. Because there is a regular mail route at this point, three general stores, three shops, two blacksmith shops, one undertaker, one saw mill, one cider mill, one flour mill, one carriage maker and hardware and furniture dealer, one roof contractor, and several contracting carpenters, lumber, wood, and the shipments, together with eighty farms of average size and cultivation, whose necessaries and products would be shipped to and from this point, which is the only one to be reached by practically level roads, on account of the peculiar physical characteristics of the surrounding country.

Sixth. Because no connections can be made with fast trains at Lock Haven or Tyrone, except via Howard (5 miles distant) or Beech Creek (1½ miles distant) on account of fast trains not stopping at Eagleville.

Seventh. Because the station at this point is not a shelter adequate or comfortable.

The answer of the respondent set forth, as follows:

First. The residents of Eagleville and vicinity have access to the New York Central & Hudson River Railroad as well as to the Pennsylvania Railroad.

Second. It is true that Eagleville station is the nearest point to Blanchard. A recent census gives the population of Blanchard in the neighborhood of 275 instead of 450 as stated. It also gives the population of Beech Creek town as 450. An inquiry into the statement that Eagleville station is the most advantageous oulet for the population of Liberty Township is not substantiated. It is claimed that the majority of these people do all of their marketing, shipping, etc., at Howard, the first station to the west of Eagleville.

Third. There is not sufficient traffic originating at Blanchard or vicinity to justify the maintenance of a freight station and agency at Eagleville, especially in view of the fact that we have this facility at Beech Creek station as shown by the enclosed photograph, Beech Creek station being 1½ miles from Blanchard. The distance from Blanchard to Eagleville station is about 3000 feet or a little over one-half mile.

Fourth. The statement of the petitioners is practically correct to the best of our knowledge, except that the farms are in as close proximity to Beech Creek station as they are to Eagleville station.

Sixth. All trains on the Bald Eagle Valley Railroad make flag stops at Eagleville with the exception of two trains, one in each direction, Nos. 52 and 53. It is necessary to omit a number of stops on these trains in order that they may make proper connections at Tyrone and Lock Haven.

Seventh. The shelter station at Eagleville is of the same class that are in use at most flag stations on branch lines and it has been considered ample for the amount of travel using it. However, a change in line is contemplated at this point which will probably be made during the present summer, in which event it will be necessary to change the location of the station. When this is done, the question of the erection of a more commodious and comfortable shelter station will be taken into consideration. It is not believed that any other style of station is justified at this point for the present.

The complainant's comment on the answer of the respondent set forth that they admit having access to the N. Y. C. & H. R. Railroad but must travel or haul their freight one mile farther than is necessary in so doing if they would have proper passenger accommodations and freight facilities at Eagleville. Also, all points southwest, such as Bellefonte, Tyrone and Altoona, cannot be reached by the N. Y. C. Railroad; that by actual enumeration there are 483 people within 2800 feet of their post office, and 73 within 1400 feet of the station ground. Also, the Township has a population of 1200.

It is denied that the majority of the people of Liberty Township do all their marketing, shipping, etc., at Howard. Many are forced to ship from Howard on account of the poor shipping facilities at this place, but by so doing they must travel from one to four miles farther besides drawing their loads of produce across the divide—an elevation of about 300 feet—which would not be done should there be a proper freight station at this place.

That the traffic which would originate here, which is here but drawn away, is sufficient to justify the maintenance of a freight station and agency at Eagleville. As an illustration: C. B. Crider & Sons from their own farm ship annually from 130 to 150 tons of hay, from 1200 to 2400 bushels of wheat, from 50 to 500 bushels of potatoes, buckwheat, clover seed, dressed pork, dressed beef, etc., which must be hauled to Howard, a distance of four miles farther than would be necessary if proper shipping facilities were established here. In so doing they are compelled to haul up a hill at an 8 to 10 per cent. grade and a distance of one-fourth mile in length. The foregoing is simply from one farm. Also, the same people ship over 300,000 feet of lumber, from 50 to 200 cords of paper wood, mining ties, props and chemical wood. From this station annually also, the freight which comes to three general stores, two blacksmith shops, hardware and cabinet store and three confectionery stores, two undertaking establishments and the output of two sawmills, running at least eight months in the year, and the output of one grist mill. All the foregoing business mentioned besides a great deal more, not herein mentioned, is credited to Howard and Beech Creek stations as our billing point, all of which should justify an agency here.

The statement that the farms are in as close proximity to Beech Creek Station as they are to Eagleville station cannot be correct. Beech Creek station lies east of Eagleville station, and the farms, excepting five or six, lie west of Eagleville station.

Attention is called to the fact that the P. R. R. Railroad people state the population do their business at Howard, and they state (in another paragraph) that the farms are close to Beech Creek station, with Eagleville between the two—these statements are conflicting and have a tendency to mislead.

No objections for not stopping trains Nos. 52 and 53 are offered, at present.

Comments are necessary in regard to style of present station. It is denied that it is ample accommodation for the amount of passenger traffic from this point, which necessarily must follow the amount of freight traffic. A passenger, freight and express depot, with an agency connected, is desired. It is unbearable to stand in zero weather, in the present shelter station to await a belated train with a family of small children, as well as the inconvenience in handling freight, baggage and express in and out of this place.

It is suggested that the information furnished the P. R. R. Railroad people was evidently secured at Howard and Beech Creek, as these two towns do not like to lose the business that is forced to them on account of the poor shipping facilities and passenger accommodations at this place. Part of the storage ground was donated to the B. E. V. Railway by the citizens of this community.

The Commission, after a personal inspection of the facilities and of the neighborhood tributary to the station at Eagleville and to the station at Beech Creek, advised respondent that it is of the opinion that the community which is served is of sufficient importance to demand better station facilities and more convenient arrangement for the shipment and receipt of freight than are maintained by respondent at Eagleville at the present time; that the Commission met the Superintendent of the Tyrone Division and went over carefully with him and with the engineer, the change in line which is contemplated at that point and in the immediate vicinity, and as it is the understanding of the Commission that there is no likelihood of the improvements in that respect, which were shown on the blueprint submitted to it, being completed during the present summer, the Commission is of the opinion that at least temporary relief to the patrons of the station at Eagleville should be afforded, feeling that after the changes in the line have been made it will probably be desirable to make some permanent improvements in the station facilities there which will reasonably meet the demands of the public. The suggestion was made by the Commission that, for the present time the shelter station, which is now located at Eagleville, could be adapted to the immediate needs of the people by enclosing the front of it, inserting proper windows and fitting it with a suitable heating apparatus before the inclement weather of the coming fall and winter season is upon them, and further, that the Company telephone which is now located in a locked box on one of the telegraph poles, should be placed on the house of the track foreman, which is nearby, and that the other end be extended from the tower to the office of the agent at Beech Creek station, thus affording communication for shippers with the agent who bills their consignments out and to whom they look for reports of arrivals.

The respondent advised the Commission that the temporary changes which were suggested would be made and the case was, therefore, dismissed.

No. 390.

JAMES TODD vs. PENNSYLVANIA LINES WEST OF PITTSBURGH.

This complaint grew out of the refusal of the respondent to check baggage from Sewickley to Philadelphia on a combination of tickets good for first-class passenger accommodations to said points. Another complaint, filed by James M. Tate, Jr., involving the same principle, was considered by the Commission in connection with this case.

The Commission made an exhaustive inquiry into the matter as the result of which the following recommendation was made:

> "That any tickets which entitled the passenger to first-class passage and the transportation of baggage when presented in such combination as to form a through route, shall entitle the passenger to have his baggage checked through to destination if the baggage would be so checked on a joint through ticket."

The policy of the respondent was looked upon by the Commission as unreasonable, inasmuch as it imposed an undue inconvenience upon the passenger. The respondent was advised that the checking of the baggage through was not only a relief and a convenience to the passenger but also to the Railroad Company, inasmuch as it obviates the necessity of re-checking the baggage at Pittsburgh; for this additional labor and inconvenience the Commission held that the Railroad Companies should feel themselves compensated in the higher price of the joint through ticket they would have the passenger purchase. So long as tickets are sold between any two points good for first-class passage, and the transportation of baggage, when such ticket is presented in connection with another of similar character good from the junction point to one more distant, the Commission could see no just or reasonable excuse for the respondent refusing to check the baggage from the point at which the passenger takes passage through to his destination.

The Commission's thought was that the patrons of the respondent's line would be much better served and given greater convenience if the baggage were checked through, and any Pullman accommodations required secured on the combination of such tickets than they were by the practice complained of, and the appreciation by the people of a disposition on the part of the respondent to cater to their accommodation and convenience would certainly be an asset fully as valuable to the Railroad Company as any additional compensation it secures by the forced purchase of joint through tickets.

It was the understanding of the Commission that the respondent fully understood the terms and meaning of the recommendation and would comply with the same, but it subsequently developed that the intent of the recommendation was evaded, and the respondent was consequently notified that the Commission would pursue the course provided in the Act of its creation and certify the case to the Attorney General for action by his Department.

No. 391.

JOSEPH PENNELL vs. ADAMS EXPRESS COMPANY.

Complaint was made to the Commission that the express rates from Philadelphia to Wawa, charged on garden truck, were excessive.

The respondent advised the Commission that, through some inadvertence on the part of the Company's agent, erroneous charges were made on these shipments and the over-charge was promptly refunded as soon as the error was discovered.

As this was satisfactory to the complainant, the case was marked closed.

No. 392.

F. H. HALL vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complaint was made that the published mileage tariff rate of 31 cents on magazines between Huntingdon and Harrisburg was excessive, in comparison with the rate of 72 cents between Chicago and Harrisburg.

The Commission, after a thorough investigation of the rate in question and like rates, advised the complainant that the rate charged on the shipment from Huntingdon to Harrisburg was a mileage class rate provided for shipment of many different articles for which because of their being shipped in small quantities, the railroads are not justified in giving a commodity rate, and which rate the Commission does not feel justified in pronouncing unreasonable or excessive; and by reason of the number of articles which come under that clause and the infrequent shipment thereof in small quantities the railroad could not separate this article and your one shipment from the rest of that class, even were they disposed to do so. The Chicago quotation referred to is an Interstate shipment with which this Commission has no jurisdiction, and by which it could not be controlled; moreover, it is presumably the commodity rate from that large publishing and distributing point, both of which circumstances would reasonably account for the difference in rate between that and the charge made to you on the Huntingdon shipment.

For these reasons the Commission does not feel that it is able to do anything in the matter.

No. 393.

M. SEXTON vs. THE WABASH PITTSBURGH TERMINAL RAILWAY COMPANY.

The complainant set forth that early in June or July the Wabash Pittsburgh Terminal Railway Company had employed in their Mifflin, Penna., (Allegheny County) yard a boy but fourteen years of age, and his duty consisted in keeping records of car numbers, time received and forwarded, also taking train orders over the telephone; that complainant does not consider this boy safe in this position, in fact, that he would not realize what an error in a train order would terminate in; that his hours on duty are from 6:00 P. M. to 6:00 A. M.

The respondent advised that, in the first place, the young man, according to statement contained in his written application, was born March 12th, 1894, and was, therefore, in his sixteenth year during his term of employment at Mifflin, which lasted from July 1st, 1909, to November 1st of the same year. By reason of his youth respondent never permitted him to take train orders, and his duties consisted mainly in taking car numbers and keeping a record of time cars were received and forwarded, taking dispatcher's messages for conductors as to what cars they were to handle, etc. None of his duties involved the taking of train orders

in any part. He was carried on the pay-roll as a yard clerk and used exclusively in that capacity, and as a matter of fact employed only until respondent could secure the service of an older person for that position.

The complainant was advised of the answer of the respondent and as the same appeared to dispose of the matter, the case was marked closed.

No. 394.

K. H. SHRIVER, et al., vs. BEAVER VALLEY TRACTION COMPANY.

The petitioners complained to the Commission regarding the service, size of cars, the irregularity of schedule and the failure to stop on signal and not always running to destination, turning of cars, thereby compelling passengers to transfer and the over-crowded condition in the mornings and evenings.

Answer to this complaint was made by the respondent Company setting forth that, due to the fact that at the time complained of there had been a great amount of snow which interfered with the operation of the cars, as it was either dragged on the tracks by the teams, which necessarily made it difficult to stop or start the cars, throwing them late on their trips, or on other days when warm enough to melt the snow the tracks had been flooded with water for a long distance on account of the borough not hauling the snow away but leaving it banked up along the sides of the tracks and acting as walls to keep the water on the tracks, so that the cars running through the water throw the water onto the cables and equipment, causing them to burn out, and in the evening hours the water would freeze on the trucks and brake rigging, making it necessary to pull in from six to ten cars temporarily at the car barn to thaw out the brakes.

Regarding the insufficient heating in cold weather, the respondent set forth that the cars were heated by electricity and the insurance regulations did not permit the electric current to be on when standing in the barns or yards, so that they are necessarily colder the first trip of the morning than any other portion of the day.

The respondent denied the complaint regarding failure to stop on signal to take on passengers, also that the cars did not run to their destinations.

The complainants were advised of the answer of the respondent and the case marked closed.

No. 395.

MILTON MANUFACTURING COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

H. W. CHAMBERLIN, for Complainant.

Complainant set forth in his complaint that he had been discriminated against in demurrage charges during the months of September and October, 1909; that during the said months of September and October, 1909, certain scrap iron and other mate-

rial was shipped by freight to complainant at Milton, Pa., over defendant's railroad, and the cars in which said scrap iron and other material was loaded were delivered on the tracks at complainant's yards for the purpose of unloading; that by reason of the time required by complainant to make an analysis of such scrap iron before unloading it, and for various other unavoidable causes complainant was not able to unload said cars in the free time allowed by said defendant for unloading same; that in consequence said defendant has rendered statements to complainant of demurrage charges for the month of September, 1909, amounting to $511.00, and for the month of October, 1909, amounting to $195.00, and is now threatening to collect such demurrage charges from complainant by process of law; that the demurrage rules, regulations and methods of computation of said Pennsylvania Railroad Company are not uniform throughout the State of Pennsylvania; that within the State of Pennsylvania on the Middle Division, exclusive of Altoona, Tyrone Division, Philadelphia Division, Philadelphia Terminal Division, Schuylkill Division, Eastern Division, Bellefonte, inclusive, to Lewisburg exclusive, Sunbury and Lewistown Divisions; Lewistown, inclusive, to Milroy, inclusive, and Selinsgrove, inclusive; and Pottsville exclusive, to New Boston Junction, inclusive, said Pennsylvania Railroad Company has in force demurrage rules and regulations effective May 15th, 1908, as amended September 25th, 1908, effective October 25th, 1908, as follows: Rule 3 (b) "An additional twenty-four hours per car, or as much of this time as may be consumed will be allowed on cars containing pig iron, scrap iron, or ore which is analyzed before unloading"; that no such allowance is made to your complainant; that on the divisions above mentioned defendant's instructions to agents in regard to "Computing time (f)," are as follows: "In computing time the following legal holidays will be excluded in the State of Pennsylvania: General election days, and every Saturday half holiday after twelve noon;" that under this instruction on the divisions above mentioned your complainant is informed, and expects to be able to prove, upon the trial of this cause, that demurrage charges are figured upon a basis of "days and hours" on average contracts, instead of on a basis of "days" only; that under the demurrage rules and regulations and instructions to agents, in use on the Pennsylvania Railroad at Milton every Saturday half holiday after twelve noon is not excluded; that your complainant is working under an average contract agreement with defendant, but demurrage charges against complainant are figured on a basis of "days" only, and that Saturday half holidays after twelve noon are not excluded; that by reason of the difference in rules and method of computing demurrage above mentioned, your complainant's competitors located along the above mentioned branches of defendant's railroad are favored and complainant is discriminated against; that the Philadelphia & Reading Railway Company has in force at Milton car demurrage rules, effective May 15th, 1908, as amended May 1st, 1908, effective June 1st, 1908, as follows: Rule 3 (b) "An additional twenty-four hours per car will be allowed when pig iron or scrap iron is analyzed before unloading, also when necessary to analyze inbound shipments of low phosphorus ores, and also computes demurrage charges on a basis of "days and hours" excluding Saturday half holiday after twelve noon, in accordance with instructions to agents, similar in form to those in use on the above mentioned branches of the Pennsylvania Railroad; that both the Pennsylvania Railroad Company and the Philadelphia & Reading Railroad Company are members of the North Eastern Pennsylvania Car Demurrage Bureau, so far as demurrage charges in the Borough of Milton are concerned; that there are attached hereto copies of statements submitted by said Pennsylvania Railroad Company to complainant for the months of September and October, 1909, giving the numbers of the cars delivered by defendant to complainant, contents, date of arrival, when ordered, placed, released, the detention and amount due for demurrage on same; also similar statements showing what the charges for demurrage for the same cars would have been had the demurrage been computed on a basis of "days and

hours" instead of on a basis of "days" only, excluding Saturday half holiday after twelve noon, for the month of September, 1909, $358.00, for the month of October, 1909, $131.00; had allowance been made for analyzing scrap iron during the month of September in accordance with Rule 3 (b), above mentioned, in force on other branches of the Pennsylvania Railroad, a further deduction of $157.00 should be made, and during the month of October for the same reason a deduction of $74.00 should have been made; that there is attached hereto a copy of a memorandum kept by complainant during the months of September and October, 1909, showing weather conditions, and if an allowance should be made for adverse weather conditions a further deduction would be made during the month of September, 1909, amounting to $94.00 and during the month of October, 1909, amounting to $15.00, thus showing a discrimination by defendant against complainant during the month of September, 1909, amounting to $310.00, and during the month of October, 1909, amounting to $138.00, and should unfavorable weather conditions warrant a further allowance, complainant would be entitled to a further credit during the month of September, 1909, of $94.00, and during the month of October, 1909, of $15.00.

The respondent Company in its answer set forth that it has established demurrage rules and regulations to enforce in the territory within which is situate the City of Milton, known as the Rules of the Northeastern Pennsylvania Car Service Association.

It avers under these rules and regulations there is justly due and owing this respondent from the complainant the sum of $706.00 for demurrage charges accruing during September and October, 1909.

Respondent admits further that the demurrage rules which have hitherto been in force at various stations on its lines within the State of Pennsylvania, though similar in all important respects, have not been precisely the same at all stations, but it avers that the differences which have existed have been due to the divergent circumstances and conditions existing at the different stations, including the competition of other carriers, and it denies that any undue or unlawful discrimination has resulted from this fact.

It avers further that it has been for some time endeavoring to secure uniformity at all points on its lines and to this end it has recently been awaiting the termination of the deliberations of the National Association of Railroad Commissioners in reference to this subject and their recommendations thereon. These recommendations which have since been made and approved by the Interstate Commerce Commission to become effective April 1st, 1910, on and after which date the rules and regulations in force at Milton will be the same as at other stations on the line of this respondent.

Respondent further avers that the demurrage rules and regulations heretofore in force at Milton have been duly filed with the Interstate Commerce Commission and published in accordance with the regulations of the Act of Congress of February 4th, 1887, its amendments and supplements; and many of the charges included in the statement appended to the complaint in this proceeding have accrued in connection with the cars carrying freight coming to Milton from points without the State, or loaded at Milton for points in other states.

Furthermore, that complainant had entered into a contract with respondent for the payment of these charges as fully appears from copy of said contract which is made part of the answer; that since the commutation under this so-called "average agreement" necessarily includes cars moving in both interestate and intrastate commerce, that it is respectfully submitted that it is the duty of this respondent, under the Act of Congress hereinbefore referred to, its amendments and supplements to insist on the payment of these charges, assessed in conformity with the provisions of said tariff.

The complainant filed a replication to the answer of the respondent, admitting that it had entered into a contract with defendant for the payment of demurrage charges but denying that said agreement fully appeared from a copy of said alleged contract annexed to said answer. It averred that prior to September 5th, 1907, it had been working under a set of car service rules with the defendant equally as liberal as the rules then in force at other points along the line of the defendant's railroad; that on the 5th day of September, 1907, the duly accredited agent of the respondent presented to complainant for execution the form of contract a copy of which was annexed to respondent's answer filed; that complainant protested against the execution of such contract on the grounds that its terms were far less liberal than the terms of the agreement under which complainant was then working and far less liberal than the terms of the agreement under which complainant's competitors along the lines of respondent's railroad were working; that said agent for respondent then and there, on behalf of his company, before and at the time of the execution of the written contract, assured and agreed with the complainant that a uniform set of car service rules were about to be adopted by his company over their entire system and would be put in effect at the same time that this agreement, if executed, became effective, and that as a result thereof complainant would be entitled to a settlement of the demurrage charges under this agreement, if executed, on the same basis as the most liberal interpretation of any of its car service agreements in force between his company and any of its patrons along any of its lines at the time of such settlement or settlements, and further that the complainant would be entitled in such settlement to demurrage charges under this agreement, if executed, to the most liberal interpretation made of any of its car service agreements in force between respondent and any of its patrons along any of its lines at the time of such settlement or settlements.

That upon the faith of such parole agreement made between said agent for respondent Company and complainant, complainant then executed the written agreement, a copy of which was made part of respondent's answer.

That respondent Company failed to keep the parol agreement thus made between its agent and complainant and made a set of car service rules more liberal than those under which complainant was working, for the benefit of complainant's competitors at other points along its lines, thus discriminating against complainant.

> "The Commission advised the complainant that it appears from an examination of the contract entered into by said complainant with respondent that subject matter of complaint is covered; or intended to be covered, by agreement which, if this is the case, would render it a matter to be determined by the Courts, and this Commission would have no authority in the premises. The allegation in your replication that certain verbal representations were made by the agent of the Railroad Company at the time of execution of contract, which formed a part of said contract does not alter the case, as the effect of such verbal representation upon the contract would also be a question for the Courts to determine. The Commission is unable to see any feature of the case as presented by the pleadings which would confer jurisdiction upon it. Upon facts, and for the reason stated, the complaint is therefore dismissed."

No. 396.

WILLIAM L. LOESER vs. CENTRAL PENNSYLVANIA TRACTION COMPANY.

W. L. LOESER, for Complainant.
WOLFE & BAILEY, for Respondent.

The complainant set forth in his complaint that the said Company has received its franchises from the City of Harrisburg and is now operating under said franchise. That the growth of the city and the extensive traffic to and from Harrisburg has made it necessary for the convenience and accommodation of the people of the city, that the said Traction Company should operate night cars. It is shown that an average of two hundred and twenty-five passengers arrive in Harrisburg during the interval of time between 12:34 A. M., the time the last car leaves the square, until 5.00 A. M., when the cars begin running for the day. This number of passengers are those which arrive at the Union Station. It is also shown that sixty-seven crews leave Enola on the Pennsylvania and Northern Central Railways, and that most of these men have frequent occasion to use such night cars, because of the distance they are obliged to travel to reach their homes. The general public need this accommodation, and the passenger traffic entering and leaving Harrisburg during the hours mentioned is of sufficient magnitude to warrant the Company in granting to the people the privilege they demand.

The answer of the respondent set forth as follows:

> "The respondent admits that it is operating a number of lines of street railway in the City of Harrisburg, and the territory adjacent thereto, in Dauphin County, Pennsylvania, under franchises from the State and the local Municipalities, which make it its duty, and require it, to furnish such street car service as the public needs may reasonably require.
>
> "The respondent denies, however, that there is any reasonable necessity for the convenience and accommodation of the public that its cars should be operated at night, as prayed in the complaint.
>
> "The respondent denies that there is an average of two hundred and twenty-five passengers arriving in Harrisburg at the Union Station during the interval of time between 12:24 and 5:00 A. M.; and, on the contrary, says, that it is informed and believes, and therefore avers, that the number of passengers so arriving in Harrisburg between the said times, and not continuing on to some other destination by steam railroad, is not in excess of seventy-five.
>
> "The respondent objects that the number of railroad train crews leaving Enola, a point five miles distant from Harrisburg, and five miles distant from the nearest point of connection with the respondent's lines of railway, is not material to, and has no bearing upon, the subject matter of the complaint.
>
> "For further answer to the said complaint, the respondent says that there is no public need for the service prayed for: that the expense of such service, and the cost of operating its lines, even by cars at infrequent intervals, during the hours mentioned in the complaint, would be far in excess of any possible receipts therefrom, and that to compel the respondent so to operate its lines would be to unjustly burden it for the benefit of a few individuals alone.
>
> "Respondent says that it has a large amount of comparative statistics bearing upon the general subject matter of the complaint, and also figures as to the costs of operation of such service and probable receipts, etc., which are too voluminous, and in too great detail, to be conveniently made a part of this answer. That it will be prepared, upon any hearing required by the Commission, to furnish full facts statistics and figures showing that there is not public need for the service prayed for, and that the expense thereof would be

so great as to make it unreasonable and unjust that the respondent should be compelled to operate its cars as prayed in the complaint.

"The respondent also filed the following exhibits:

No. 1. Chart showing passenger travel on the lines of the Central Pennsylvania Traction Company, upon an ordinary day, in this case, Tuesday, February the 8th, 1910, between the hours of 4:30 A. M. and 12.50 A. M.

No. 2. Chart showing average daily operating expenses and receipts on the lines of the Central Pennsylvania Traction Company, for the month of January, by ten minute periods, from 4.30 A. M., to 5.50 A. M., and from 11.00 P. M., to 12.50 A. M.

No. 3. A blue print tabulating results of correspondence by the Central Pennsylvania Traction Company with other Companies, as to the operation or non-operation of "Night" cars, receipts, etc.

"No. 4. List of Companies operating "Night" cars, with certain data.

"No. 5. List of Companies not operating "Night" cars etc.

"No. 6. Tabulation showing results of "Night" car services January the 13th and 14th, 1910, upon the lines of the Central Pennsylvania Traction Company.

"No. 7. Statement of passengers arriving at Union Station, Harrisburg, between the hours of 12.30 A. M., and 5.00 A. M., during the ten days from March the 3rd to 13th inclusive; and also arrivals at the Lochiel, Commonwealth and Metropolitan Hotels, for the same ten days, between 12.30 A. M., and 5.00 A. M. These data were obtained from the Transfer Agent at the station who kept a careful record, and by inquiry at the hotels mentioned.

"No. 8. Tabulation of places operating and not operating "Night" cars, with results etc., prepared by the Birmingham Street Railway Company, of Birmingham Alabama.

"No. 9. Estimates of costs and receipts of "Night" car service on lines of the Central Pennsylvania Traction Company.

"No. 10. Tabulation of passengers carried on "Night" car between Enola and Harrisburg hourly service of the Valley Traction Company. NOTE: This service was instituted for the convenience of the Pennsylvania Railroad Company, which guarantees the Traction Company against loss in operation.

No. 11. Letters received by the Central Pennsylvania Traction Company from the operating officials of different street railway companies, in reply to request for information as to "Night" car service in other places, its expense and the receipts therefrom.

"No. 12. Letters and data received by and compiled by the American Street and Interurban Railway Association, as to "Owl" car service."

A hearing was held, testimony taken, briefs filed, and numerous petitions signed by residents of the City of Harrisburg, were also filed, requesting said service.

Later the respondent advised the Commission that they had agreed to institute an experimental test of night uptown service in order to determine whether or not there exists the demand for such service as set forth in the complaint.

Careful and complete records of the test will be kept and data furnished to the Commission at the proper time.

No. 397.

THE PITTSBURGH CUT FLOWER COMPANY vs. THE BALTIMORE AND OHIO RAILROAD COMPANY.

Complainant filed a petition requesting that the respondent Company resume its local service west of Pittsburgh on the schedule which it formerly had prior to September 27th, 1909, and which scheduled train No. 1o2 to arrive at Allegheny City at 6:30 A. M.

The complaint was ordered to be considered in connection with the complaint of Louis B. Titzel, et al. (See case 279, page No. ——).

No. 398.

CITIZENS OF TIPTON vs. ALTOONA AND LOGAN VALLEY ELECTRIC COMPANY.

A petition was filed with the Commission by the citizens of the village of Tipton, Blair County, Pennsylvania, requesting that a shelter station be erected at Tipton on the line of the respondent Company.

In answer the respondent advised the Commission that the total number of passengers that come to that station, going both East and West, amounts to an average of 67 each day of nineteen hours. As the cars pass this point on an average of every fifteen minutes the travel is less than one passenger each trip and it would be inadvisable to put a station there as the same would be a loafing place for tramps, as it would be impossible to have anyone in charge on account of the business being unprofitable.

An investigation was made by the Commission and after due consideration the Commission advised the complainant and respondent that it recommended the erection and maintenance, at approximately the location desired by the petitioners, of a shelter station suitable for the accommodation of the traveling public. The respondent advised the Commission that it had complied with the recommendation of the Commission and had erected a station at that point. The case was marked closed.

No. 399.

STUCKER BROTHERS CONSTRUCTION COMPANY vs. PHILADELPHIA AND READING RAILWAY COMPANY—BALTIMORE AND WASHINGTON CAR DEMURRAGE BUREAU.

Complaint was made for the refund of $30.00 for car service on a private car placed on a rented siding.

Respondent company advised the Commission that the statement made in complaint is in error; that it alleges apparently that the demurrage charge of $30.00 was charged for a private car on a rented siding; that the facts were that the car stood on the company's siding from November 7th to December 23rd, 1909, and that it was for that period that the demurrage charge of $30.00 accrued; on December 24th the car was moved to Probt's private siding; that there were no demurrage charges against it since it had been placed on that siding.

The complainant was advised that the per diem rate charged for the detention of this car was authorized by the Act of Legislature approved May 24th, 1907, and in the absence of any refutation of the facts set forth in the answer of the respondent, the Commission marked the case closed.

No. 400.

EDWARD RANDELL vs. THE CENTRAL RAILROAD COMPANY OF NEW JERSEY.

Complainant set forth that improper transfer charges were made at Harrisburg by the City Transfer Company for the transfer of a corpse ticketed and checked through from Catasauqua to Newville.

The respondent advised that their tariff instructions to agents covering the transportation of a corpse provided that, "The minimum rate for a corpse ticket is $1.00 and applies locally or to points on connecting lines, except where a wagon transfer is necessary, in which case the corpse should be ticketed only to the transfer point." That the difficulty in this case was caused by the agent at Catasauqua assuming that, as the stations of the Philadelphia & Reading Railway and the Cumberland Valley Railroad were in such close proximity, a wagon transfer was not necessary, and inasmuch as the agent erroneously ticketed the corpse through, the amount that the complainant was required to pay for transfer charges would be refunded.

The case was marked closed.

No. 401.

EDWARD SCHENK vs. RAILROAD COMPANIES.

Complainant advised the Commission that the railroad companies refused to accept bills of lading printed on colored paper other than the color scheme prescribed by the regulations of said railroads.

The Complainant was advised that this Commission sees nothing unreasonable in the recommendation by the railroads of this State, which requires the use of uniform bills of lading such as were recommended by the Interstate Commerce Commission; and further, the detail of the color scheme prescribed for the several forms to be used for order shipments, straight consignments, etc., appears to this Commission as a matter which should readily be agreed upon between the shipper and the carrier, and the case was, therefore, marked closed.

No. 402.

PITTSBURGH KENNYWOOD PARK COMPANY, LIMITED vs. PITTSBURGH AND LAKE ERIE RAILROAD COMPANY.

The complainant, A. S. McSwigan, who was the lessee and operator of Kennywood Park, an amusement resort located in Mifflin Township, Allegheny County, requested the respondent Company to furnish an excursion rate from Brownsville to Rankin, the nearest point to the Park. The respondent replied that they could not give this rate, and exacted a rate of two cents per mile. The complainant advised the Commission that a rate of this character would be prohibitive, and pointed out that the respondent Company had furnished excursion rates to and from another amusement place, known as Cascade Park, thus discriminating against the complainant.

After a consideration of the matter the Commission advised the complainant that special rates are not subject to the provisions of the Constitution regarding the long and short haul, and as the authority of the Commission to require railroad companies to issue special excursion rates to any given point on their lines does not appear, the relief prayed for could not be given.

Case marked closed.

No. 403.

J. K. P. SHOEMAKER vs. PITTSBURGH RAILWAYS COMPANY.

Complainant advised the Commission that the electric connections between the bells on the platform and the push buttons of the cars of the Homestead and Forbes Street line were out of repair, thereby causing much annoyance to the passengers.

Respondent company reported that a considerable number of push button batteries were out of order but that orders had been given to have the same repaired at once.

As this satisfied the complaint, the same was marked closed.

No. 404.

BEAR LAKE BOROUGH vs. ERIE RAILROAD COMPANY.

The complainants advised the Commission that the new time card of the Erie Railroad, which went into effect January 16th, 1910, made it impossible for the people of Bear Lake to reach the city of Corry and return the same day. They

added that the city of Corry had enjoyed the business patronage of the people of Bear Lake and they desired a continuance of same.

The complainants, through Lewis Brown, the Burgess of Bear Lake, therefore, petitioned the Commission to have train No. 5, westward bound, and either train No. 6 or No. 8, eastward bound, stop at Bear Lake.

After considerable correspondence with the parties interested, the Commission concluded its investigation of the matter and made a recommendation to the effect that Bear Lake shall be made a flag stop for train No. 8, eastbound, at 3:05 P. M., which arrangement enables the citizens of that place to go to Corry on train No. 7, passing Bear Lake, westward, at 12:28 M., thus enabling them to spend two hours in Corry for the transaction of business and return to their homes the same afternoon. The case was marked closed.

No. 405.

SILLER, NARTEN, BARNES COMPANY vs. TRUNK LINE MILEAGE TICKET BUREAU.

Complainant set forth that Interchangeable Mileage Ticket No. A-71789 was being used by one of their employees who was suddenly called away to the state of Mississippi and they were compelled to put another man in his place; that another Interchangeable Ticket was purchased by this man and attached the receipt for that purchase to the unused portion of Ticket No. A-71789, requesting a refund for 123 miles unused, and that respondent refused to make refund.

The Commission advised complainant that the contract between the purchaser of such tickets and the Company is, in the opinion of the Commission, binding upon both parties thereto, and the interpretation thereof made by the Trunk Lines Mileage Ticket Bureau is not in contravention of the same, and, therefore, said contract being the subject of your complaint, the Commission is without jurisdiction in the matter.

No. 406.

ELMER C. ANDERSON vs. PITTSBURGH RAILWAYS COMPANY.

The proceedings in this case were instituted by Mr. Elmer C. Anderson, who complained that on boarding a Centre & Negley car at the corner of Atwood and Forbes Streets, paying fare as he entered, it being a car of the type known as "Pay as you enter," bound for the South Side, which course necessitated a change of cars at Brady Street. When Brady Street was reached the complainant requested a transfer to the South Side and the conductor in charge of the car refused to give same; that the complainant was thereby compelled to pay the additional fare on the South Side car.

Respondent Company advised that it is a rule of the Company, notices of which are pasted in all cars, requiring passengers to ask for transfers when paying fare. This has been a long established rule and is printed distinctly upon the backs of all transfers. The purpose of the rule is to prevent a passenger getting a transfer and then, later, asking for another transfer. If this rule were not enforced, there are places on the system where passengers could ride continuously, transferring on a transfer from one line to another; that the rule is a reasonable one and that the Company has had great difficulty in the abuse of the transfer system by the trading of transfers and changing of time.

The Commission advised the complainant that, inasmuch as, from the explanation contained in the answer of the respondent, the regulation complained of appears to the Commission to be a reasonable one and considers that the same disposes of the complaint.

No. 407.

EDWARD SCHENK vs. PITTSBURG & LAKE ERIE RAILROAD COMPANY.

The complainant alleges that time table of the respondent Company, dated November, 1909, gives the distance from Pittsburg to McKees Rocks as seven miles, whereas the complainant alleges that the actual distance is only 3.2 miles, and that the actual mileage should be charged instead of that as set forth in the time table.

The respondent company advised that the distance, as set forth in the time table, from Pittsburg to McKees Rocks is 3.5 miles, and that the complainant was in error in his statement, and that mileage was taken on that basis.

The complainant advised the Commission of his desire to withdraw complaint, and the case was dismissed.

No. 408.

CORRY HIDE AND FUR COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainants, dealers in hides, made complaint to the Commission regarding the handling in the freight warehouse, of hides in such a manner as to damage and destroy marks and tags upon them; that the same were not the property of the complainant, but consignments to them from other shippers, until they reached complainants' warehouse and were there weighed and inspected.

The Commission, after considering the circumstances of the complaint, advised the complainant that under the stated facts set forth in the complaint, the shipper or consignor was the only proper complainant, and in the absence of a complaint from that source the Commission does not feel warranted in pursuing the matter further, and the case was marked dismissed.

No. 409.

MILL CREEK COAL COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complaint was made to the Commission on the shipment of a car containing anthracite coal, from Mauch Chunk, Penna., to Belmont and Girard Avenues, Philadelphia; that the Railroad Company charged on a minimum freight rate over and above the actual contents of the car, and requested that a refund be made to them.

Upon receipt of the answer of the respondent Company, the complainant was advised that the Commission was of the opinion that, inasmuch as the rates quoted in the tariff of the Railroad Company, applicable to anthracite coal, were based on carload shipments only and if made for less than carload shipments the rates would presumably be higher; that the prescription by the carrier of the minimum and maximum carload rates for that commodity, as set forth in a notice to agents and shippers, is not an unreasonable regulation, and, therefore, the case was dismissed.

No. 410.

ARTHUR BENDLE vs. JOHNSTOWN PASSENGER RAILWAY COMPANY.

This proceeding was instituted by Arthur Bendle of Johnstown, complaining that the car leaving Franklin Borough at 5:00 A. M. and returning to Johnstown was overcrowded and that other service should be installed on this trip.

Respondent advised that this car started from the Franklin loop at 5:05 A. M. each morning for the special purpose of accommodating the night shift of the Franklin Plant of the Cambria Steel Company, which goes off duty at 5:00 A. M. Ordinarily a large number of these employees walk from the plant to their homes, but that on occasions or rainy or inclement weather a considerable number of them ride on the car; that on the trip sheet, wherever the number exceeded 60 passengers on the trip from the loop to Johnstown, more than the usual number of passengers rode on account of bad weather; that in the vast majority of instances this car has ample capacity to accommodate all passengers and invariably on the return trip it carries a very small number of passengers.

The Commission requested the respondent to advise that, since the car seems to start on its initial trip in the morning from the Franklin loop, if it is not possible, when, because of the state of the weather or otherwise, there is a crowd to be transferred, to put on an additional car for that trip.

The respondent advised that an additional car, or trailer, would be put on pursuant to the suggestion of the Commission, when, on account of the state of the weather, or otherwise, a crowd is to be transferred.

As this satisfied the complainant the case was closed.

No. 411.

JOSEPH D. KROUT vs. THE WILKES-BARRE RAILWAY COMPANY.

Complaint was filed with the Commission that the respondent Company refused to issue transfers on holidays. In answer respondent Company set forth that it had been a custom for the past fifteen years, which has been advertised to the public and is shown on the transfers of the company, that the same are not issued on legal holidays, and deemed it entirely reasonable owing to operating conditions to refuse transfers on such dates.

The respondent was requested by the Commission to confer with the complainant and if said interview was not satisfactory and further proceedings necessary the Commission would again take up the complaint. As complainant failed to notify Commission of result of interview, the case was dismissed.

No. 412.

CITIZENS OF THE BOROUGH OF COLLEGE HILL vs. BEAVER VALLEY TRACTION COMPANY.

The complainants substantially alleged that certain cars marked for Morado did not go to their destination and that the waiting room at Beaver Falls was not kept open until the last car departed.

These matters were brought to the attention of the respondent with the result that the service was improved.

No. 413.

SAMUEL E. CAVIN vs. PHILADELPHIA AND READING RAILWAY COMPANY.

Complaint was made regarding the right of the respondent Company in refusing to carry to the Reading Terminal complainant, who had purchased an excursion ticket from Columbia Avenue Station to Jenkintown and return—the price being the same to Jenkintown and return from Columbia Avenue Station and the Market Street Terminal Station: and that it was an unjust discrimination against the complainant.

Respondent Company in their answer advised that they had complied with the contract strictly and that complainant desired to ride to a point beyond that to which his ticket read. He was required by the conductor to pay his fare for the extra distance traveled. Conductors cannot be authorized to accept tickets to points beyond those shown on the face of the ticket. The fact that for competitive reasons an excursion ticket covering a longer distance over the same line can be purchased for the same price does not effect the necessity for observing the regulation above referred to.

The complainant was informed of the answer of the respondent and in the absence of any comment on the same by him, the case was dismissed.

No. 414.

WILLIAM C. BURTT vs. PITTSBURGH RAILWAYS COMPANY.

Complaint was made regarding the withdrawal of transfer privileges between the Highland Park District and Sharpsburg, setting forth that same was refused to complainant's father-in-law March 6th, 1910.

The respondent advised the Commission that there has been no withdrawal of transfer privileges; it may be that some of the rules of the Company have not been enforced. In this particular case respondent is at a loss to understand just what cars were used and requests that complainant call upon the General Superintendent and state exactly what occurred and a satisfactory explanation will be made.

A copy of this answer was sent to the complainant with the suggestion that he call on the General Superintendent of the respondent Company. As complainant failed to advise the Commission of the result of this interview, the case was marked close..

No. 415

BELFAST SLATE COMPANY vs. LEHIGH VALLEY RAILROAD COMPANY.

Complainant brought to the attention of the Commission alleged over charge in freight on shipment of slate from Nazareth to Linden, stating that the tariff given by the respondent at the time of shipment was 13 cents per cwt., and the same tariff named at the present time; that an additional charge of 5½ cents per cwt. was made on this shipment.

The respondent advised that the regular published rate from Belfast to Linden is made up of a combination of locals, i. e. 5½ cents from Belfast to Easton and 13 cents from Easton to Linden; on this basis the balance of $28.82 was properly

collected; that the respondent's claim department informed the complainant that they had located a lower combination, via Newberry Junction, i. e., 12 cents to Newberry Junction and 3 cents to Linden, or 15 cents through, on which basis they were willing to protect on this shipment, making an overcharge of $18.34, and that the agent of respondent at Belfast had offered this amount to the complainant but it was refused.

The Commission, after advising the respondent that the rate of 13 cents per cwt. was a published tariff and the same tariff named at the present time, the respondent advised that the tariff which was referred to and mentioned by the complainant is applicable where the shipments originate with the Bangor & Portland Railroad Company. However, in view of the fact that the 13 cent rate was in existence in connection with the Bangor & Portland Railroad Company at the time this shipment moved, the respondent is willing to reduce charges to the basis named in that tariff and make refund for the overcharge on the shipment in question.

Notice to this effect was given complainant company and case closed.

No. 416.

RESIDENTS OF SHERWOOD AND ANGORA vs. THE PENNSYLVANIA RAILROAD COMPANY.

The petitioners in this case sought the restoration of the passenger station on the line of the respondent at Angora. They agreed to procure for the respondent a right of way over a certain private street and to notes representing a total gross income of $10,963.00 per year.

The Board of Directors of the respondent Company finally passed a resolution authorizing the re-establishment of the station with the understanding that if the business resulting therefrom shall not justify its continuance the same will be abandoned.

No. 417.

GEORGE A. SIMS vs. BUFFALO & LAKE ERIE TRACTION COMPANY.

The complainant alleged that the respondent charged on its Westfield line a 10 cent fare to all points East of the Erie City line to and including Wesleyville, whereas on the parallel line operating on East Sixth Street in Erie and the Lake Road, extending to Four Mile Creek, equidistant with Wesleyville, a single fare of five cents is charged, being a discriminating operation against the residents of Buffalo Road along the line to Wesleyville.

An investigation on the part of the Commission, which included a conference with J. C. Calisch, Vice President of respondent Company, brought about the establishment of a 5 cent fare from Wesleyville to Erie, thus satisfying the complaint.

No. 418.

WALTER A. RUMSEY et al vs. THE PENNSYLVANIA RAILROAD COMPANY.

CHESTER H. FARR, Jr.,
WILLIAM A. GLASGOW, Jr., for Complainant.

The complainants in this case filed a petition before the Commission, asking that the respondent Company be compelled to maintain a reasonable and just rate of passenger fare for the carriage of passengers between 40th Street Station and Broad Street Station, in the city of Philadelphia.

The Commission, after considering said petition, advised the complainant that, First: The patronage of 40th Street Station has by no means, according to information received by the Commission, come up to the representations made at the time of the hearing on that question at a former complaint. Second: At that hearing it was understood by the Commission, from the representations of both the petitioners for that station and their counsel, that the petitioners would be satisfied with a fare which they were assured would be not less than 10 cents. Several of them expressed themselves to that effect and no fare less than that amount was at that time spoken of. Third: At that time, as well as at the present, it was well known that that was the fare in effect at 52nd Street and that no commutation or other lower fares were given east of Overbrook and for similar distances in other directions on the Pennsylvania lines, about a five-mile zone having been established by the Railroad Company on that account. By a comparison with 52nd Street and other points similarly located in other divisions, it was known to all that no commutation rates were to be expected.

For these reasons it would seem that it would be wiser for the petitioners to wait until something like the great necessity for the maintenance of the 40th Street station which they, in the former hearing, declared to exist, has been demonstrated before proceeding to invoke the aid of the Commission to obtain a lower fare than that which they no doubt expected would be established for that station.

The Commission deemed it inadvisable to agitate a reduction in rate.

Case marked closed.

No. 419.

FRED C. GREENE vs. ADAMS EXPRESS COMPANY.

Alleging discrimination, complaint was made that the respondent refused to extend to the complainant pick-up and wagon delivery service with which he had formerly been served.

The respondent Company advised the Commission that arrangements had been made to collect and deliver shipments at the residence of the complainant, and the case was marked closed.

No. 420.

PAUL J. SHERWOOD vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant alleged that the rate on household goods from East Bloomsburg to Rita, Penna., was unreasonable and requested that a rebate be allowed on said shipment.

Respondent Company advised the Commission that the rates referred to by the complainant are published class rates between the points in question, but, inasmuch as a revision of the rates in this territory is under way, temporary rates of 25 cents first class and 20 cents second class, from East Bloomsburg to Rita, and 22 cents first class and 17 cents second class from Nescopeck to Rita were issued, which rates to cover shipments of household goods in less than carload lots and carloads with a minimum of 12,000 pounds respectively.

Under these rates respondent made a revision to complainant for overcharge on shipment and case marked closed.

No. 421.

J. M. MORIN, DIRECTOR OF PUBLIC SAFETY, PITTSBURG vs. DUQUESNE INCLINED PLANE COMPANY.

The complainant, by reason of information received by him, alleged that the respondent Company overloaded its cars at certain hours of the day to such an extent as to invite an accident.

The respondent, which operates an inclined plane, carrying passengers from Carson City to Duquesne Heights and return, made answer to the complaint that their cars could easily and safely accommodate thirty people, and in regard to the safety of operation stated that the fact that the line has been running about thirty years and has carried more than twenty millions of people without injury to either a passenger or an employee, is sufficient evidence that every precaution is taken to safeguard the interests of the public.

A personal investigation of the plane was made by the Marshal of the Commission after which the complainant was advised that the facilities for the loading and unloading of passengers are reasonably safeguarded and that instructions have been issued to the respondent to allow not more than thirty persons to ride in a car at one time. The Commission also notified the respondent to keep the entrance to the cars closed while the same are in transit, and in reply thereto the respondent informed the Commission that it would install automatic door closers on the cars. The case was, therefore, closed.

No. 422.

S. K. TAYLOR et al vs. PHILADELPHIA RAPID TRANSIT COMPANY.

The complainants, who were employed at the Philadelphia Navy Yard, complained of the abandonment of trolley service on the League Island line between Philadelphia and Shunk Street from February 19th to March 31st, thereby causing great physical inconvenience and pecuniary loss to those employed at that yard.

Respondent Company, replying to said complaint, advised the Commission that the line was reopened on April 4th, 1910, with the full schedule of twenty cars. As this action on the part of respondent Company satisfied complaint, it was marked closed.

No. 423.

LEHIGH VALLEY COLD STORAGE COMPANY vs. RAILROAD COMPANIES.

A complaint was made to the Commission regarding carload shipments of eggs from the west, in the spring, requesting that the same privileges should be afforded complainant as given other warehouses in other sections, namely: that eggs in carload lots were billed to complainants at South Bethlehem, P. & R. delivery, and take Philadelphia freight rate, and requested that same freight rate be given in the fall to Philadelphia by paying an additional switching charge to get the car on the main line.

Complainant was advised that the Commission could not entertain this complaint as it referred solely to interstate movements which are matters over which it has no jurisdiction.

No. 424.

SAMUEL R. CARTER vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant made a complaint regarding storage charges accruing on packages left for complainant and remaining in the parcel room over twenty-four hours, requesting that the respondent be compelled to notify the consignee that they had been received.

The Commission advised the complainant that, if the railroads were required to give this notification, even though recompensed for the expense of the postage thereon, the giving of such notices would require pretty strict attention on the part of their agents at the various stations, and the occupation of more or less of their time for that purpose, it is possible that they might discontinue this cheap package service rather than undertake it in that manner. Therefore, the case is dismissed.

No. 425.

JESSE RANSBERRY vs. DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY.

Complainant advised the Commission that bill of lading on drilling machines shipped to Tobyhanna, Penna., November 30th, 1908, calls for $38.40, which sum complainant paid and received machine. On June 26th complainant received another bill for $48.00; that he wrote the agent at Beaver Falls and was quoted weight and rate as what was paid; that the respondent Company instituted a suit to recover the difference between $38.40 and $48.00, and that complainant had so far refused to pay the difference.

The Commission advised the complainant that it is impossible to give a reliable opinion without knowing all of the facts of the case, and in any event would hesitate to express any opinion in a matter which is pending in legal proceedings.

The attitude of the Commission has always been that where a shipper before shipment makes inquiry and obtains the rates and in reliance thereon makes a shipment, the Company is bound by the rate thus quoted him, provided there is no collusion, but where the shipment is made without prior ascertaining the rates, the shipper would be held liable for the rates then in effect, notwithstanding there might be an error by the agent in making out bill for the same subsequently. Later the Commission advised the complainant that the Commission cannot assume to advise regarding a pending law suit, and the case, therefore, is dismissed.

No. 426.

T. J. CARROLL vs. DUQUESNE INCLINED PLANE COMPANY.

This complaint concerned the redemption of unused tickets on the line of the respondent Company. The respondent insisted upon the personal appearance of the complainant at the office of the Inclined Plane in order to obtain the redemption of the tickets. The Commission held that the matter could be adjusted by mail, but further held that if it were found that unfair advantage were taken by complainant solely for the purpose of embarrassing the respondent, the Commission would, upon the receipt of such report, consider this phase of the case.

No. 427.

WILLIAM DANDO vs. BALTIMORE & OHIO RAILROAD COMPANY.

In the matter of this complaint which concerned disparity in rates of passenger fare, the Commission made the following recommendation:

> "It is hereby recommended that the Baltimore and Ohio Railroad Company shall not hereafter charge for passenger fares between points on its line in this State west of Connellsville and points on its line in this State east of Connellsville more than the aggregate of the charge from the same points to Connellsville and thence from Connellsville to points of destination."

No. 428.

C. CHURCHILL vs. PHILADELPHIA RAPID TRANSIT COMPANY.

The complainant advised the Commission that car No. 1483, Seventh and Ninth, Broad and Cambria Division of the Philadelphia Rapid Transit Company, was in a deplorable condition, it rocked to such an extent that the passengers were made dizzy, all were excited. The two conductors were kept busy replacing the trolley pole, which was thrown off by the rocking of the car, which greatly delayed the progress of the same.

The Commission advised the complainant that his complaint would be considered with the investigation now in progress on the complaint of the Evening Telegraph, et al.

No. 429.

H. G. MANNING vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant alleged excessive rate of fare was charged by the respondent Company between East Liberty and Nadine, setting forth that 12 cents was charged from East Liberty to Nadine, a distance of 3.2 miles, while the fare from East Liberty to Aspinwall, Penn., a distance of 2.4 miles, is 7 cents, and that, therefore, on an increased mileage of .8 of a mile, 5 cents extra is charged.

The complainant was advised that the Commission, after an examination of the time-tables and the distances shown on same from Pittsburgh to Nadine is figured via 29th Street and the Allegheny Valley Railroad; and that the estimated distance between East Liberty and Nadine, which complainant no doubt arrivd at by subtracting the distance from Union Depot to East Liberty from the time-table distance to Nadine, is therefore not correct; in other words, the actual distance from East Liberty Station to Nadine via Brilliant cut-off is not 3.2 miles as appears by complainant's deduction, but 4.2 miles, according to a statement by an official of the Railroad Company in answer to an inquiry from the Commission, and the case was, therefore, dismissed.

No. 430.

THE EVENING TELEGRAPH OF PHILADELPHIA et al vs. THE PHILADELPHIA RAPID TRANSIT COMPANY.

This and similar complaints concerned the equipment and service of the respondent's line and as the result the Commission secured the services of Messrs. Ford, Bacon & Davis of New York, experts in investigations of this character, with instructions to make an exhaustive investigation and to report to the Commission upon the completion of their work.

No. 431.

CITIZENS AND RESIDENTS NEAR PASCHALL STATION vs. THE PENNSYLVANIA RAILROAD COMPANY.

HAINES D. ALBRIGHT, for Complainant.
W. I. SCHAFFER, for Respondent.

A petition was filed requesting the Commission to restore passenger train service at the Paschall Station, on the P. B. & W. branch of the respondent Company's railroad.

A hearing on this complaint was held and testimony taken. The Commission, after due consideration, filed the following opinion:

> "In the matter of the complaint of residents in the vicinity of Paschall Station, on the Philadelphia, Baltimore & Washington Division of the Pennsylvania Railroad, near 72nd Street, in the City of Philadelphia, which was abandoned as a passenger station in 1902, and the petition of said residents for the re-establishment of passenger facilities at that station, the Commission, having made a personal inspection of the neighborhood and of the territory tributary to that station, and having considered the evidence which was offered by the Complainants at the hearing held in the City Hall in the City of Philadelphia on June 10th, has reached the conclusion that in view of the facilities now offered to that community by the Respondent Company at Darby Station, by the Baltimore & Ohio Railroad Company, at Darby Station and at 60th Street Station, and by the lines of the Philadelphia Rapid Transit Company on Woodland and Elmwood Avenues, no such conditions exist as would justify the Commission in recommending to the Railroad Company the re-opening of Paschall Station for passenger business; and the complaint is, therefore, dismissed.

No. 432.

WILLIAMS BROTHERS vs BUFFALO & SUSQUEHANNA RAILWAY COMPANY.

The complainants petitioned for a suitable railroad station at Conrad, Penna., on the respondent's line.

Through correspondence with the respondent the Commission brought about improvements that were acceptable to the complainants, and the case was marked closed.

No. 433.

RESIDENTS IN VICINITY OF JACOBS vs. EAST BROAD TOP RAILROAD & COAL COMPANY.

The complainants and others petitioned for passenger service on the Rocky Ridge branch of the respondent road, on the ground that the 167 signers on the petition are people who go to and from Jacobs and vicinity to work and who live around and in the vicinity of Jacobs. The establishment of a freight station at Jacobs was also petitioned for.

In compliance with this request the Commission recommended passenger service but after it had been in operation for some time it developed that the service instituted did not furnish the accommodations which the original petitioners in the case desired, although it was in accordance with the terms of their petition and the representations made to the Commission.

The service, therefore, being of no benefit to the residents in the vicinity of Jacobs, the recommendation for the same was revoked after a hearing which was attended by all parties interested.

No. 434.

A. J. DETWILER vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant in this case alleged that the respondent refused to furnish standards required on cars for the shipment of telephone poles. The Commission, after investigation of the regulations set forth in the tariff sheet issued by the respondent, advised the complainant that the attitude of the common carrier in this case was in accordance with the rules and regulations adopted by that Company, and if they were required to furnish the standards undoubtedly it would have to charge for them.

Also that the Commission could not ask the Railroad Company to furnish standards without recognizing the carrier's right to make the additional charge for the same, either as embraced in the total transportation charges, or as a separate item, and in consequence of these facts the Commission ordered the complaint dismissed.

No. 435.

JESSE J. SHUMAN vs. PITTSBURGH RAILWAYS COMPANY.

Complaint was made of the failure of the respondent Company to issue transfers on the Fourth of July of each year, stating that same was against the general rule for street railway companies to make exception in giving transfers on holidays, and a great inconvenience to the traveling public.

The respondent in its answer advised the Commission that it has never issued transfers on the Fourth of July, the reasons being that the public are not traveling on that day to their places of employment, which was the occasion originally for the issuing of any transfers; that the travel is largely to the parks and amusement resorts and for its accommodation radical changes are made in the routes of the cars to provide, for that day, direct service as far as possible for the people from their homes to the parks and places of amusement, which obviates the necessity of the larger percentage of the transfers desired on other days; that the car men, due to the changes of routes, are operating over streets, routes and intersecting lines they are not familiar with; that the travel is light during the first half of the day but much congested in the late afternoon and early evening and consequently most difficult to provide for; that the crowds on the cars at the busy times of the day are entirely unmanageable by the conductors, who, working at great disadvantage on the crowded cars, would be unable to properly account for all passengers and properly issue and inspect transfers without great delay to the traffic; that most of the important transfer points are near the parks and amusement resorts where the issuing of transfers with so many travelers would result in great confusion, abuse, disputes and, as we believe, in great disorder; that no transfer agent nor even a number of them, could satisfactorily handle

the transfer business at the more important intersections; that the Company is compelled, owing to the unusual conditions existing during the day, to greatly increase its power station forces, track inspectors, crossing watchmen, switch tenders, dispatchers and inspectors on the movement of cars, special inspectors on the numerous hill routes, all at an unusual and increased expense and allow much extra and overtime to its employees, operate with a greatly increased liability of accidents, owing to the crowds, new routes of cars, etc., all of which warrant the non-issuance of transfers, and some reasonable compensation for its increased liabilities and expenses; that the transfers are in few cases obligatory and therefore their issuance is subject to reasonable action regarding same on the part of the Company; that all cases of special obligatory or cash transfer tickets are continued on the Fourth of July; that in cases where transfer cars are operated over a short route and its traffic is generally all of a transfer character, the cars are operated as usual on July Fourth but no fare is charged on such cars in either direction.

The complainant was advised that in the judgment of the Commission the answer of the respondent seems to embody a fairly direct and satisfactory reply to the complaint, especially so in view of the fact that there is no legislation on the subject of transfers, no common practice in the matter, and there seems to be, so far as the Commission is advised, no determined and settled practice by any one Company, but to vary from time to time according to the disposition of the Company and the apparent necessities for travel they are called on to accommodate.

The case was ordered closed.

No. 436.

RALPH P. TANNEHILL vs. UNITED STATES EXPRESS COMPANY.

The complainant alleged that the methods of the express companies in regard to shipments of perishable goods, viz: fresh meats and vegetables, from Pittsburgh to Saegertown, were discriminatory against the complainant; that a shipment leaving the city of Pittsburgh at 8:00 A. M. could arrive at Cambridge Springs about 1:30; that the same train makes a stop at Saegertown, distant eight miles from Cambridge Springs, and the respondent Company, which will accept a shipment to Cambridge Springs will not accept one to Saegertown, and this necessitates two shipments; and the Wells Fargo & Company, which is the only one which will accept a shipment to Saegertown to be delivered by rail, will send a shipment out of Pittsburgh about 10:00 A. M. which does not arrive in Saegertown until late in the day and is not delivered until about 7:00 P. M.; this means a shipment lasting during the entire heated portion of the day, which deprives the shipper of considerable market for his goods.

The respondent advised that it is not interested in business from Pittsburgh, Penna., to Saegertown, Penna., because Saegertown is located on the Erie Railroad, and the only express company on the Erie Railroad is the Wells Fargo & Company Express, and, therefore, if the United States Express Company should take a shipment for Saegertown it would have to transfer it to the Wells Fargo & Company, and that Company would also charge its regular tariff, and the consignee would pay the charges of two express companies instead of the

charge of one express company, which, as a rule, is cheaper; that complainant is misinformed as to the service of the Wells Fargo & Company; that they forward goods from Pittsburgh, Penna., destined to Saegertown on train leaving at 8:15 A. M. and shipments are due in Saegertown at 1:55 P. M.

The complainant was advised that the Commission was informed that there was no express company operating in Saegertown excepting Wells Fargo & Company Express and a schedule of this express service from Pittsburgh to Saegertown was also sent to complainant and the case marked closed.

No. 437.

CHARLES DREIFUS COMPANY vs. NEW YORK, ONTARIO & WESTERN RAILROAD COMPANY.

Complainant alleged excessive charges on a shipment of six cars of scrap iron from the plant of the American Railways Company at Park Place, a suburb of Scranton, to Pottsville, Penna.; that refund was asked of the respondent and that they refused to allow the same.

The respondent, answering the complaint, advised that the rate from Park Place, on its line, to Pottsville, Penna., on scrap iron is $1.70 per gross ton. The line of this Company terminates at Scranton, where it has a junction and joint terminal with the Central Railroad of New Jersey. The rate of $1.70 is a joint rate, covering the route formed by the lines of this Company to Scranton, Central Railroad of New Jersey from Scranton to Tamaqua, and Philadelphia & Reading Railway from Tamaqua to Pottsville.

The respondent is informed that the Central Railroad of New Jersey has a rate from Scranton to Pottsville jointly with the Philadelphia & Reading Railway of $1.40 per ton, and the Delaware, Lackawanna & Western Railroad has the same rate, but whether this is a joint rate the respondent is not informed. The difference in the rate from Scranton and points on the line of this Company is due to the additional service performed by this Company, and the respondent respectfully submits that this rate is not unreasonable in itself or by comparison with rates on business originating at Scranton.

The Commission advised the complainant in the following opinion:

> "Investigation made by the Commission shows the facts to be, that on a shipment of scrap iron from Park place to Pottsville, a carriage over three roads is involved, the New York, Ontario & Western Railroad Company, the Central Railroad of New Jersey and the Philadelphia & Reading Railway, whereas from Scranton to Pottsville only the two latter roads would be concerned in the transportation; and while the joint rate from Scranton to Pottsville is $1.40 per ton, concerning the reasonableness of which there is no complaint, it is evident that the higher charge of $1.70 from Park Place to Pottsville must include the compensation to the New York, Ontario and Western Railroad, the third road involved in that transportation, and unless the complainant is prepared to show that the additional charge of 30 cents is unreasonable and excessive, the Commission does not see how it can determine the joint rate to be excessive."
>
> "While the distance from Park Place to Scranton is quite short, yet on shipments originating at that point that carrier must furnish the equipment to accommodate the shipment, and on shipments

terminating there, must furnish the terminal facilities for its receipt and unloading; consequently, the mere distance over which the traffic moves cannot alone be considered in determining the reasonableness of this charge."

Upon the evidence thus far submitted, the complaint is, therefore, dismissed.

No. 438.

JOHN GILFILLAN vs. DELAWARE VALLEY RAILROAD COMPANY.

Complaint was made to the Commission alleging that excessive passenger rates were charged by the respondent for passage from Stroudsburg to Bushkill.

The Commission, after various inquiries, was unable to locate the complainant in this case, and, therefore, dismissed the case.

No. 439.

AMERICAN REFRACTORIES COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant alleged excessive rate on shipment of magnesite fire clay from Alexandria to Cochran Station.

An investigation developed that the charges were assessed on a basis of rates not effective at the time the cars were forwarded and the claim was amicably settled.

No. 440.

J. E. LUTZ vs. BALTIMORE AND OHIO RAILROAD COMPANY.

Complaint was made to the Commission regarding the right of the respondent Company to charge a rate of 3 cents per mile for transportation of passengers between Morgantown, Port Marion and Uniontown, the same being more than the rate allowed by the Act of Assembly regulating rates of fare.

The complainant was advised by the Commission that the applicability of the Act of Assembly, fixing a uniform rate, has been decided adversely to the public and in favor of the respondent Company, in Fayette County, in which county Uniontown and Port Marion are situated.

In regard to the complaint concerning the rate from Morgantown, West Virginia, being an interstate question, the same is consequently beyond the jurisdiction of the Commission and the case is, therefore, dismissed.

No. 441.

STROEBEL STEEL CONSTRUCTION COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complaint was made to the Commission that, in the early part of March, owing to a general strike in Philadelphia in which complainant's men joined, a number of cars were detained at Point Breeze for which they were assessed $673.00; that this demurrage was caused entirely by the general strike; that they were unable to unload these cars either with union or non-union men, and that the respondent company further placed an embargo upon the shipment of any more steel so that complainants were assessed $885.00 storage charges by the Pennsylvania Steel Company of Steelton, Penna., who were fabricating this work and who could not ship, owing to the embargo which had been placed; that the same was unjust, owing to the fact that the railroad companies charge each other only 25 cents per day for the rental of the cars, such as used in this work, and equity would demand that complainant be assessed no more than the railroad companies would have to pay for the use of these or similar cars.

The Commission advised the complainant that the charges for demurrage are prescribed by an Act of Assembly of May 24th, 1907, and that this Commission would have no authority to take such action as would in effect annul the operation of that Act, which provides that it shall be unlawful for the railroads to charge more than one dollar per day for such demurrage as may accrue, following the lapse of the free time. Although the foregoing cited statutory provision fixes only the maximum per diem, demurrage charges, and does not prevent the carrier from establishing a less charge, yet where that carrier has established by publication in its tariffs such maximum charge, the same is consequently lawful, and if this Commission were to undertake to determine in each case the reasonableness of such lawful charge based on the particular circumstances of each case, it would virtually abrogate the rule which the law says the Company may maintain and open the whole question of such demurrage charge to the danger of great discrimination and consequent interference as between shippers. By reason of these facts this Commission has steadily refrained from interfering with any demurrage charge the amount of which is within the limit of said Act of Assembly.

The case was dismissed.

No. 442.

W. G. BIGLER vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant alleged unnecessary delay and expense in forwarding to destination of baggage which had missed its connection from the Bald Eagle branch to the main line of the Pennsylvania Railroad.

Respondent Company advised the Commission that they were responsible for the error and that there was an apparent overcharge of 75 cents which, upon application, would be refunded.

Regarding the delay in forwarding the baggage, the same was occasioned by an error occurring in the transmitting of the check number.

Complainant notified that respondent was willing to make refund and case marked closed.

No. 443.

HARVEY B. MANN vs. THE PULLMAN COMPANY.

Complaint was made to the Commission regarding the rates charged for a Pullman berth from Philadelphia to Mifflin, Penna., the price of the same being $2.00—the distance being 154 miles—alleged that for a greater distance, from Philadelphia to Williamsport, 198 miles, the charge is $1.50, and the distance from Philadelphia to Ithaca, New York, via the Lehigh Valley Railroad, a distance of 275 miles, the charge for a berth is $1.50.

The respondent Company on receipt of copy of the complaint, advised the Commission that it was at the present time readjusting all of the rates and that the Commission would be advised as soon as same were revised.

No. 444.

CHARLES E. KECK vs. WILKES-BARRE AND HAZLETON RAILWAY COMPANY.

Complaint was made to the Commission requesting that the respondent Company erect a depot of suitable size to accommodate the traveling public, at Ashley, Penna.; that an uncovered platform was now maintained and that the patrons and traveling public are subjected to great inconvenience in stormy weather while waiting on this uncovered platform, which is also in an almost inaccessible condition.

The respondent advised the Commission that they are renewing quite a number of passenger stations along the Wilkes-Barre and Hazleton Railway, putting in retaining walls of concrete and eliminating as much as possible the woodwork in connection with these stations; that they contemplate making permanent stations along the entire road when the conditions of present stations and platforms demand repairs.

At Hill Street, in the neighborhood of Ashley, they have a temporary platform. It is necessary to raise the track about four feet, and until such time as this track is raised they will be unable to locate permanently a passenger station, and that the track cannot be raised immediately as there is a switch at this point, and from this branch respondents are gathering most of the ashes used in connection with their track work, and as they have had serious cave-ins along the road, due to robbing of pillars, etc., it has been necessary to leave this connection in so as to be able to promptly take care of these surface depressions. Respondent hopes to be able to deliver sufficient ashes in the next two months to tide them over, and when this is done the switch can be taken out and the track raised.

The respondent also set forth that the street leading to the station platform is in exceptionally bad repair and unlighted; that they endeavor to keep the platform lighted but are compelled continually to replace broken lamps, as no protection is given by the borough of Ashley. Disregarding these features, respondent has promised a station, and just as soon as the above work can be taken care of the same will be established, though the traffic at this point, with thirty-two cars passing—sixteen south and sixteen north—averages approximately six passengers per day.

The Commission advised the complainant of the answer of the respondent with the statement that if the facts are as represented it would seem to be almost impracticable to erect a station at this time, and the complaint was, therefore, dismissed.

No. 445.

CITIZENS OF TOMHICKEN vs. PENNSYLVANIA RAILROAD COMPANY.

The petitioners set forth in their petition that Tomhicken is situated 9 miles west of Hazleton on the Pennsylvania Railroad, with a population of 500; that no stores are located there as the property and houses are owned by the Lehigh Valley Coal Company, hence the people do their shopping in Hazleton; that only half the trains stop there now that have heretofore always stopped. Trains Nos. 411 and 412 are the trains needed, and it was a common occurrence for train No. 411 to have forty to fifty passengers for Tomhicken, especially so on Saturday; that the men must now lose a day's work in order that they may buy the necessities of life, and if they cannot finish the business in a little over two hours—between the arrival of No. 220 and the departure of No. 221 at Hazleton—they must put up at a hotel and return the next morning.

The respondent advised the Commission that these two trains are through trains between Philadelphia and Wilkes-Barre and are in competition with the Lehigh Valley Railroad who have a much shorter line and consequently faster service. These trains formerly stopped at Tomhicken for the reason that prior

to the present schedule it was a junction point with the Lehigh Valley Railroad and trains were required to stop there to register. Since the filing of this complaint, upon request, trains Nos. 404 and 411 are stopped at Tomhicken on Sundays, commencing July 12th; that respondent will arrange, however, commencing July 14th, to stop trains Nos. 411 and 412 at Tomhicken, as requested.

The petitioners were advised of the action of the respondent and as the same satisfied the complaint, the same was marked closed.

No. 446.

RESIDENTS OF HALIFAX, DAUPHIN COUNTY vs. THE PENNSYLVANIA RAILROAD COMPANY.

A petition signed by residents of Halifax, Dauphin County, Pennsylvania, was presented to the Commission, requesting arrangement to stop as a flag station at Halifax, Train No. 9, leaving Harrisburg at 11.50 P. M., as the last train stopping at that point is 8.08 P. M.

The complainant was advised that the Commission, after investigation, is not satisfied that there is sufficient demand for the desired accommodations to warrant it in asking for the stopping of an interstate train carrying express matter and sleeping cars, and further that the fact that this train stops at Dauphin would not justify the Commission in multiplying the number of stops.

Case marked closed.

No. 447.

STERLING OIL COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant set forth in complaint that a shipment was made by them from Pittsburgh to Sygan, Pa., a prepaid freight station, and that the goods were never received by the consignee, and that the complainant is of the opinion that the respondent should be responsible for goods when placed in their hands in good faith and freight prepaid and goods never delivered; that a refund was made by them to consignor and they, therefore, asked this Commission to compel the railroad company to make refund to them for loss of same.

The Commission advised the complainant that the railroad company had the right to maintain such stations and the courts have recognized the same, and the nonliability for loss sustained after goods have been delivered at such stations. In this case, if the goods were delivered there is no liability on the part of the railroad company for a loss occurring subsequently. If the company failed to deliver it would be responsible but the responsibility would have to be established by proof of that fact in legal proceeding. Over such matters the Commission

has no jurisdiction. When goods consigned to a non-agency station, in order to guard against trouble of this character, the consignee should be advised in advance of time when shipments will be made. The consignee can then make the necessary arrangements to receive the goods when delivered.

The case was, therefore, marked closed.

No. 448.

J. LEWIS HECK vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant petitioned the Commission for the establishment of a flag station at Heckton Mills on the Northern Central Railway Company's lines, setting forth that the population center of the territory needing the accommodation is about two miles from the location of the desired station. The area embraced contains 100 dwelling houses and this would be the nearest point to a railroad station; that though a flag station on the Schuylkill & Susquehanna branch of the Philadelphia & Reading Railway is maintained at that point, the train schedule is too limited to meet the reasonable demands of the population.

The Commission, after a personal inspection of the proposed site, advised the complainant that it is the opinion of the Commission that the district in which the proposed station is designed to serve would not furnish such an amount of patronage as would warrant a recommendation for the establishment of this station in addition to the facilities already afforded to Heckton Mills by other carriers, and, therefore, the complaint is dismissed.

No. 449.

REYNOLDSVILLE BRICK AND TILE COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant requested that a rate between two given points established primarily to cover shipments moving in one direction be made to apply in the opposite direction, particular case being a commodity rate of 90 cents per net ton, that commodity being brick shipped in carload lots—minimum shipments 40,000 pounds—from Kittanning to Reynoldsville, and $1.00 per net ton from Reynoldsville to Kittanning; that Kittanning being intermediate to Pittsburgh takes the Pittsburgh rate, there being no published rate to Kittanning.

The complainant later advised the Commission that they had taken the matter up directly with the respondent Company and that a tariff supplement had been issued providing for a 90 cent rate, which is the same rate as was previously in effect from Kittanning to Reynoldsville.

As this agreement satisfied the complaint, the case was dismissed.

No. 451.

COUNTY COMMISSIONERS OF SOMERSET COUNTY vs. BALTIMORE AND OHIO RAILROAD COMPANY.

The Board of County Commissioners of Somerset County complained that the respondent Company were charging three cents per mile for carriage of passengers on all its branches in Somerset County, including the Connellsville Division from Connellsville to Cumberland, and that the claim was in violation of the Act of General Assembly, approved the 5th day of May, 1907.

The respondent advised that the rate for the transportation of passengers on the Pittsburgh & Connellsville Railroad, otherwise known as the Connellsville Division of the Baltimore & Ohio Railroad Company, in Somerset County, Penna., were advanced in consequence of the decision of the Court of Common Pleas of Fayette County, rendered December 27th, 1909, in the suit brought by the Pittsburgh & Connellsville Railroad and the Baltimore & Ohio Railroad Company against that County, wherein it was held that the two-cent fare Act of 1907 was invalid as to those Counties. The decision in that case covered not only that portion of the railroad which was situated in Fayette County but the entire portion of the Pittsburgh & Connellsville Railroad in the State of Pennsylvania.

A copy of respondent's answer was sent to complainant and the case was dismissed.

No. 452.

H. E. ZERBE vs. PHILADELPHIA & READING RAILWAY COMPANY.

The complainant and other residents of Cressona and vicinity called the attention of the Commission to the inadequate passenger station facilities provided for the traveling public at Cressona.

In answer to the complaint the respondent stated that the total revenue derived from this station is less than six thousand dollars per annum, and admitted that the facilities complained of were not such as it desired they should be, adding that under the existing conditions they are the best it could afford.

The Commission investigated the matter—one of its representatives inspecting the premises—and as a result recommended that the respondent proceed forthwith to provide a suitable waiting room and accommodations commensurate with the demands of the travel to and from that station.

No. 453.

JAMES BARR vs. ADAMS EXPRESS COMPANY.

Complaint was made regarding the manner of handling express shipments of butter at Medix Run, Penna.

As the complainant failed to furnish the Commission with more definite information, the case was dismissed.

No. 454.

P. S. OBLEY vs. BALTIMORE & OHIO RAILROAD COMPANY.

Complainant alleged that on a shipment of two cars of cement building blocks from West Newton to Smithton, the respondent applied a rate of four cents per hundredweight, or eighty cents per net ton, in accordance with sixth class ICC 8884, of forty-five cents per net ton under J. F. Tariff 7178, thus making an overcharge of thirty-five cents per net ton, amounting to $10.50 for each car.

The Commission advised the complainant that after a full examination of all the papers submitted in this case it appears that at the time the shipments were made the rate in effect was four cents per hundredweight, and if subsequent to this shipment a change in rate was made by the respondent, that does not warrant sustaining a claim for an overcharge on shipments made prior to such change in rate, and the complaint is, therefore, dismissed.

No. 455.

H. G. KRAMER vs. PHILADELPHIA & READING RAILWAY COMPANY.

Complainant alleged discrimination in rate on various kinds of freight delivered to his place of business in Philadelphia. Respondent advised that the complainant's delivery point was beyond the dividing line but stated that this division was to be changed, in so far as coal is concerned, to include such point. The Complainant was so informed, but failing to further prosecute, the case was closed.

No. 457.

ORINGTON A. WARE vs. ADAMS EXPRESS COMPANY.

Complaint was made to the Commission that the Adams Express Company refused to deliver at the residence of the complainant, within the city limits, certain express matter; that respondent had been delivering goods at the residence of complainant for the last three years; that the agent of the Company informed the complainant that said residence was beyond the established delivery limits.

In reply the respondent advised the Commission that a rearrangement of the delivery limits has been completed and that hereafter all shipments to the complainant will be delivered.

As this satisfied the complaint, the case was marked closed.

No. 458.

W. H. G. GOULD vs THE PENNSYLVANIA RAILROAD COMPANY.

The complainant alleged that he purchased a ticket for the 7:54 A. M. train at 40th Street Station, Philadelphia, having with him a piece of baggage which he desired to bring to Broad Street Station for the purpose of connecting with the train for Bushkill; that he was informed by the conductor, when attempting to put baggage in the car, that the train did not carry baggage; that the time table handed him by the agent shows this is a train which does carry baggage, and complainant, therefore, asks the Commission to compel the respondent to make some facilities for bringing baggage from 40th Street to Broad Street for passengers who desire to go beyond.

The respondent advised the Commission that the complaint arose from the fact that complainant came on the platform at 40th Street Station with a bicycle just as the train stopped. The train was late, and the conductor, who runs other trains during the day which do not carry baggage cars, called out, in error, that there was no baggage car on the train. The general baggage agent took the matter up to reimburse the complainant for any loss sustained.

The complainant advised the Commission that the error had been corrected and adjusted to his satisfaction, and the case was marked closed.

No. 459.

THOMAS B. GILBERT vs. THE PHILADELPHIA & READING RAILWAY COMPANY.

The complainant set forth that he desired to go from Lawndale to Willow Grove, Penna., and as there was no agent at Lawndale he called at the office of the general passenger agent of the respondent company for passenger rate for a one-day ticket, and the rate was given at 40c excursion, but as there was no agent at Lawndale from whom he could purchase the ticket in question, and that respondent refused to sell him a ticket at the general ticket offices but referred him to the nearest agent at Cheltenham, one mile distant—rate 45c, Olney two miles distant—rate 40c, the latter ticket which would not carry complainant from Lawndale to Willow Grove as Olney is nearer Willow Grove than Lawndale, and complainant desires to be advised how he can purchase the ticket at published rates. He also complained regarding the closing of the station without notice.

In reply the respondent Company advised the Commission that it is true that by local tariff No. 535, effective May 28, 1910, a special round trip rate from Lawndale to Willow Grove and return, at 40 cents, was included. This was a blunder on the part of the passenger department, due to copying a special tariff of the previous year, overlooking the fact that the agency at Lawndale had been discontinued in the meantime.

Complainant did call at the General Passenger department of this Company, and was advised at the time that they were unable to sell him a ticket from Lawndale to Willow Grove and return, in view of the fact that the office did not have the proper form of ticket on hand. Complainant does not state in his complaint whether he actually made the trip to Willow Grove or not. If he did and will state that he paid the regular fare in each direction, respondent will be very glad to refund the difference between the amount so paid and the 40 cents round trip rate quoted.

As the answer of the respondent satisfied the complaint regarding the rate of fare, the Commission, after advising the complainant that so far as the closing of the station is concerned there is no law governing same and inasmuch as the balance of the complaint had been satisfied, marked the case closed.

No. 460.

J. B. JENKINS vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant set forth that the rate of fare from Carlisle to Scranton via Cumberland Valley to Harrisburg, Penna., to Wilkes-Barre, D. & H. to Scranton is $3.06, and the local fare, Scranton to Carbondale, is 32 cents, making a total fare of $3.38, Carlisle to Carbondale, by buying local to Scranton and Scranton to Carbondale. The through fare, Carlisle to Carbondale, via the same route, is $3.64, alleging that the same is an overcharge.

Respondent in its answer set forth that, pending a satisfactory disposition of the two-cent per mile fares in effect over the Northern Central Railway as well as over certain portions of foreign lines within the State of Pennsylvania, they did not deem it advisable to make any change in the fares to Carbondale, which were figured at the time the two-cent per mile law became effective by basing local over Wilkes-Barre instead of Scranton, inasmuch as respondent's interchange arrangement with the Delaware & Hudson Company is at Wilkes-Barre Respondent having restored its fares to 2½ cents per mile on the Northern Central Railway, in the State of Pennsylvania, and the Philadelphia & Reading and Lehigh Valley Railroads having restored their old fares, respondent had arranged to construct fares from Harrisburg to Carbondale, etc., to Scranton and Carbondale making same on proper basis. The new fare from Carbondale to Wilkes-Barre, effective August 15th, to be $2.32, to Scranton $3.57 and to Carbondale $3.89, which will dispose of any combination over Scranton reducing the through fare to Carbondale, the difference between the proposed Scranton and Carbondale fares being the local of 32 cents.

As this satisfied the complaint the case was marked closed.

No. 461.

J. A. WATSON vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complaint was made to the Commission that a charge of 5 cents for a claim check was made in connection with the checking of baggage which was left in the baggage room at Monongahela City.

The Commission advised the complainant that the charges referred to were not for storage but for the convenience afforded in allowing access to trunk while in the baggage room, these rooms being maintained only for the purpose of receiving baggage for transportation and delivery afterward, and not for the owners of baggage making use of same therein. This practice, in the judgment of the Commission, would interfere more or less with the conduct of the baggage department. Furthermore, the Commission does not regard a nominal charge for permitting passengers to open baggage, under the circumstances, as unreasonable.

The case was closed.

No. 462.

FARMERS FERRY COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

Petition was filed requesting the stoppage of passenger trains at a crossing known as Farmers Ferry Crossing, about one and one-quarter miles south of Herndon Station on the Northern Central Division of the Pennsylvania Railroad Company.

The Commission requested the complainant to show the public demand for such service and, as the same was not furnished, the complaint was dismissed for lack of prosecution.

No. 464.

ALEXANDER C. DOUTHITT vs. PITTSBURGH, FORT WAYNE & CHICAGO RAILROAD COMPANY. (Pennsylvania Lines West of Pittsburgh).

The complainant, a milk dealer in the borough of New Galilee, alleged that the respondent Company demanded that he load the milk on the passenger train, although to each can was attached a freight ticket for the transportation of the same.

It developed that the practice which brought about the complaint was the result of misinformation concerning the milk regulations on the part of the Assistant General Baggage Agent.

The practice was discontinued and the respondent Company instructed its employees to load the milk cans, and the case was closed.

No. 465.

F. T. GRETTON vs. BALTIMORE & OHIO RAILROAD COMPANY.

Complaint was made to the Commission respecting the right of a railroad company to exact full fare for children upon presentation of a mileage book, claiming that discrimination was made, as on excursion tickets children were carried for a lower rate.

The Commission advised the complainant that one of the regulations printed on these mileage books is that a child must be charged the same as an adult, and that the only way that benefit of the reduced fare could be had would be by the purchase of an excursion ticket.

The case, therefore, was dismissed.

No.466.

C. A. DICKSON vs. ERIE & PITTSBURG RAILWAY COMPANY.
(Pennsylvania Lines West of Pittsburg.)

Complainant advised the Commission that on presentation of a local ticket from Spruce Creek to Pittsburgh, and Pennsylvania Railroad mileage, Pittsburgh to Bellwood, Penna., the agent of the respondent company at Spruce Creek refused to check his baggage.

The Commission sent the complainant a copy of the recommendation in the complaints of J. M. Tate, Jr., and James Todd against the Pennsylvania Lines West of Pittsburgh, which recommendation is as follows:

> "That any tickets which entitle the passenger to first class passage and the transportation of baggage, when presented in such combination as to form a through route, shall entitle the passenger to have his baggage checked through to destination if the baggage would be so checked on a joint through ticket."

Case marked closed.

No. 467.

A. L. KAUFMAN vs. PITTSBURG RAILWAYS COMPANY.

It was alleged by the complainant that a transfer was issued to him on paying fare on a "Pay-Within" car, Frankstown city bound car, the conductor of the same having been asked for transfer to Center Avenue car upon paying the fare, as required by the rules of the Company; that complainant left the Frankstown car at Center and Penn Avenues and boarded the first Center Avenue car, but that conductor refused to accept transfer and that to avoid a disturbance complainant paid another fare.

The respondent advised the Commission that this transfer could not be accepted for two reasons: First of which is that this company does not transfer from inbound Frankstown cars to Center and Lincoln cars, East Liberty express cars being the only cars to which transfers are issued inbound. Secondly, while the transfer shows a transfer point at Center and Penn Avenues, it was not so punched by the conductor and, therefore, was not good on the Center and Lincoln line.

The issuing conductor, undoubtedly, did not understand that the complainant desired to make use of this on the Center and Lincoln cars, for if he did so understand such transfer would not have been issued.

The Commission, after an examination of the answer of the respondent and of the transfer, itself, advised the complainant that it appears that the terms of this transfer, to wit: "Passengers must board cars at transfer point punched" will not permit the boarding of the Center Avenue car on the transfer which was filed in this office in connection with complaint. The case was, therefore, marked closed.

No. 468.

C. H. GROVE vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant set forth that on May 4th, 1910, he had a granite monument shipped from Mount Pleasant, Penna., to Mount Joy, Penna.; that in transit said monument was damaged—the base containing the name was chipped after the crating was removed, and that he presented a claim to the respondent for damages and same was refused.

The Commission advised the complainant that the matter of which he complained, being a claim for property which was alleged to have been damaged in transit, becomes a question of controverting facts which can only be settled in the Courts, and the same would not, therefore, come within the province of this Commission. Case was marked closed.

No. 469.

W. A. KITTRIDGE COMPANY vs. LEHIGH VALLEY RAILROAD COMPANY.

Complaint was made to the Commission setting forth that between the dates of November 26th, 1909, and February 26th, 1910, complainant shipped eight cars of scrap iron from Tunkhannock to Berwick, Penna., via Lehigh Valley Railroad and Delaware, Lackawanna & Western Railroad, a distance approximately of fifty-seven miles, at the rate of $1.50 per gross ton; that during the month of February, 1910, said complainant shipped scrap iron from Towanda to Berwick, Penna., via L. V. R. R. and D. L. & W. R. R., a distance of approximately one hundred and four miles or nearly double the distance, at the rate of $1.40 per gross ton; the complainant therefore claims that it is entitled to a refund of 10 cents per gross ton on all scrap iron shipped from Tunkhannock to Berwick, Penna., during the four months above named upon which $1.50 per gross ton freight was paid, as the charge for a longer haul was less than for a shorter haul, the route being the same, and the said respondent has refused to make such refund.

The complainant advised the Commission that a settlement had been effected with the respondent and they had received a check covering the amount of their claim. The case was, therefore, marked closed.

No. 470.

ISAAC HURST vs. WEST PENN RAILWAYS COMPANY.

The complainant alleged discriminatory rates between certain points on respondent's line. Before a thorough examination of the matter had been made, however, the complaint was withdrawn.

No. 471.

JOHN T. CHURCH vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complaint was made that the siding facilities at complainant's works at Glen Iron, Penna., were inadequate.

The respondent advised the Commission that since the filing of the complaint improvements had been made by moving the tool house and the siding space filled in so as to make a suitable driveway, which would be satisfactory to the complainant.

The case was, therefore, marked closed.

No. 472.

CHARLES L. HAMILTON vs. THE ADAMS EXPRESS COMPANY. THE AMERICAN EXPRESS COMPANY.

Alleging that an overcharge was made on a shipment moving from Chautauqua, New York, to Centerville, Penna., the complainant advised that the shipment in question—a folding iron baby's crib, weighing 25 pounds—was shipped via the longest route, through Jamestown, Erie, Maysville to Centerville, and that the same should have been shipped via the short route, and requested that the Commission make an order that charge for shipment be made as if same were shipped via short route.

The Commission, after due consideration, advised the complainant that the shipment in question being an interstate shipment, was not within the jurisdiction of this Commission.

The case was, therefore, marked closed.

No. 473.

THE WILKOFF BROTHERS COMPANY vs. PENNSYLVANIA LINES WEST OF PITTSBURGH.

The complainant asked for refund of 25 cents per ton on shipment of scrap iron from Export to Trafford. Investigation developed that there was an actual overcharge on the shipment in question.

Upon the recommendation of the Commission the complainant received the refund due him from the respondent and the case was marked closed.

No. 474.

GEORGE SLOYER vs. THE BELL TELEPHONE COMPANY.

Complainant alleged that the respondent furnished him the wrong number when he put in a call, causing him much inconvenience.

He was advised by the Commission that it is a question of fact whether the service he received and paid for was what he desired and one that could not be determined by the Commission.

No. 475.

WILLIS GEIST NEWBOLD vs. THE ADAMS EXPRESS COMPANY.

The complainant set forth that on Thursday, July 28th, he received notice from the respondent that a package consigned to him, shipped from New York, N. Y., was held at the Harrisburg office of the respondent awaiting complainant's order; that upon demand of complainant at said Harrisburg office the authorized representative of the respondent refused to deliver said package to said 1857 Market Street, stating that delivery is not made by respondent's wagons in that section of the city of Harrisburg to points further east than Eighteenth Street. The authorized representative of the respondent refused to deliver said package through their delivery service even for an extra fee, and complainant was thereupon compelled to engage the service of a local drayman, who carried the said package to complainant's address, involving an extra charge; that said address, 1857 Market Street, being within the corporate limits of the City of Harrisburg,

complainant respectfully submits that the action of the respondent is unfair, unjust and unreasonable, in that he is prevented enjoying the same privileges conferred by said respondent upon other residents of said City of Harrisburg, and that said action of said respondent is in violation of law and unduly discriminatory.

In answer to this complaint the respondent advised the Commission that arrangements had been made to extend the delivery service in the City of Harrisburg which will include the residence of the complainant, and as this satisfied the complaint the same was marked closed.

No. 476.

LEHIGH VALLEY FACING COMPANY vs. LEHIGH VALLEY RAILROAD COMPANY.

The complainant alleged exorbitant freight rates on coal from Conyngham and Lattimer to Hazleton. The respondent answered that it found this increase necessary in order to put the coal rates in the territory affected on a basis with other coal rates in the State for similar and relative distances, and also for the reason that the old rates were not sufficiently high in view of the value of the service performed in the transportation.

After the Commission had arranged for a hearing in the matter the complainant withdrew the complaint and the case was marked closed.

No. 478.

THE JOS. JOSEPH & BROS. COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant set forth in his complaint that in the movement of the car of scrap iron shipped from Allegheny, Penn'a. via Baltimore & Ohio Railroad, via Pennsylvania Railroad to Altoona, Penn'a., a shortage of 10,800 pounds was found; that the weight given by the Baltimore & Ohio Railroad was 79,300 pounds on which basis the same was purchased, and that consignee made settlement for a net weight of 68,500 pounds as weighted by the Pennsylvania Railroad, therefore causing the discrepancy of 10,800 pounds; and that the respondent refused to make settlement of the said shortage.

The Commission advised the complainant that after a careful examination the Commission is of the opinion that the claim for shortage of 10,800 pounds of scrap iron, being the amount of discrepancy between the weight of the contents of the car which was purchased from the Baltimore & Ohio, Allegheny, Penn'a., and the weight of the same car upon arrival at Altoona, Penna., when weighed by the Pennsylvania Railroad scales at that point, is not a matter that can be properly handled by this Commission but that the remedy appears to be in the Courts. Therefore complaint was dismissed.

No. 479.

EDWARD C. GRIGGS vs. ALLEGHENY VALLEY STREET RAILWAY COMPANY.

This complaint concerned the alleged congestion of the street cars on the line of the respondent running up the Allegheny River to Tarentum and other cities along the valley, particularly on Sundays of the summer season.

The matter was investigated by the Commission and adjusted satisfactorily.

No. 480.

KARL SIMPSON vs. THE PENNSYLVANIA RAILROAD COMPANY.

Petition was filed by the complainant, representing from fifteen to twenty-five persons, to have second section of train No. 10 leaving Pittsburgh about 5 P. M., stop at Larimer.

The respondent advised the Commission that additional stops to train No. 10 have been added from time to time in order to accommodate local travelers so that it has become practically a local train. To accommodate additional business on this train will necessitate a readjustment of the schedule, and it is respondent's intention, with the Fall change of timetable taking effect November 27th, to give the second section of train No. 10 an independent schedule with additional coaches, and that arrangements will be made to stop the same at Larimer.

This action on part of respondent satisfied the complaint. The case was marked closed.

No. 481.

EDWIN S. NYCE et al vs. SCHUYLKILL NAVIGATION COMPANY.

The complaint substantially was that the respondent refused to open the locks after 8.00 o'clock P. M. and on Sundays. The attention of the respondent was directed to the matter and the cause of the complaint removed.

No. 482.

FINK BREWING COMPANY vs. ADAMS EXPRESS COMPANY.

The complaint was that the respondent refused to return crates containing empty beer bottles from certain points except upon prepayment of charges.

After communicating with the respondent the Commission was advised by the complainant that an adjustment of the matter complained of had been reached and the complaint was withdrawn.

No. 483.

J. KAUFMAN vs. MT. PENN GRAVITY RAILWAY COMPANY.

The complainant allleged the overcrowded condition of cars when these cars reached certain stations on this line at certain hours during the summer evenings.

A hearing was held before the Commission, the complainant and respondent being present, and the Commission recommended that the Company, for a period of time sufficient to demonstrate the necessity therefor, run a car about 10.00 o'clock P. M. on Wednesday and Friday from the tower station at the summit down empty or at least containing sufficient room therein to accommodate way passengers.

No. 484-485.

THE EVENING TIMES vs. THE PENNSYLVANIA RAILROAD COMPANY. PHILADELPHIA & READING RAILWAY COMPANY.

The complainant alleged insanitary and inadequate service in the matter of the transportation of milk into the city of Philadelphia. As a result of the complaint some improvements were made in the service but the complainant was advised by the Commission that it would not be justified in proceeding further unless the complaints are supported by some health authorities alleging that the delay in transportation and the manner thereof occasioned such changes in the character of the fluid as to make it injurious for use, since this is a matter which the Commission is not competent to determine.

In the absence of a report from the complainant to this communication the case was ordered closed.

No. 486.

ROSS N. HOOD vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant substantially alleged that the accommodations for westbound passengers at the Duncannon station of the respondent Company were inadequate and dangerous; that passengers for westbound trains are compelled to walk across four tracks, passing through two iron gates to do so, and that passengers arriving at the station several minutes ahead of scheduled trains are often unable to reach said trains on account of passing other trains, consequently petitioned the Commission to recommend the construction of a subway or elevated passageway.

After consideration of the complaint, the Commission decided that it would be sufficient for the present if an employee were put in charge of the gates for every passenger train arriving and stopping at that point and charged with the duty of seeing that the passengers have a safe crossing over the tracks; also that in the case of any obstruction to said cars, that passenger trains be held until after such obstruction has been removed, and the passengers enabled to cross to and from the train in safety.

This recommendation was transmitted to the respondent Company and promptly carried into effect.

No. 487.

ABRAHAM MEZIVITZ et al vs. PITTSBURGH RAILWAYS COMPANY.

Complainant alleged excessive fares on West Carson Street of the respondent's line, and submitted a petition containing a number of signers.

A hearing was held before the Commission at which counsel for respondent showed that none of these signers lived on the street indicated in the complaint. The Commission therefore dismissed the case for lack of proper prosecution.

No. 488.

THE WILKOFF BROTHERS COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant alleged overcharge on shipment of scrap iron from Bessemer to Brackenridge. An investigation developed that the filing of the complaint was occasioned by a misunderstanding, inasmuch as there are two Bessemers, one on the line of the respondent Company and another on the line of the Baltimore & Ohio Railroad Company.

There being no overcharge the case was dismissed.

No. 489.

S. A. FISHBURN vs. PHILADELPHIA & READING RAILWAY COMPANY.

Complaint was made to the Commission that owing to the inadequate siding on the respondent's road running between Market and Vernon Streets, Harrisburg, Penna., the complainant finds it impossible to meet the requirements of the average system plan for calculating demurrage on the cars consigned to complainant at that point.

The Commission advised the complainant that the question at issue involves interpretation of the terms in existing contract. This is a matter for the Courts to decide and does not fall within the jurisdiction of the Commission. The adequacy of the facilities of the said respondent, however, for serving shippers and consignees in what is known as the Hill District, in Harrisburg, is another matter and may be made the subject of another complainant. Commission therefore directed that present complaint be dismissed without prejudice.

No. 490.

J. D. SCHAEFFER vs. MARYLAND & PENNSYLVANIA RAILROAD COMPANY.

Complainant alleged an overcharge on shipment of household goods and one buggy from Bryansville to Idaville, Penna.

The Commission advised the complainant that an examination of the files submitted with the complaint reveals the fact that the rate charged on this shipment was the rate quoted by the General Freight Agent of the Company upon which the shipment originated. The only basis for the complaint therefore, which is apparent, is the matter of the correction of the weight of the household goods when the same was ascertained by the Railroad Company at East York. Inasmuch as the original bill of lading issued by the Agent at Bryansville contains the reservation that the figures shown thereon are the shippers count and subject to correction, thus meeting the point raised in that connection, the Commission does not feel that there is a reasonable ground for complaint.

Case marked closed.

No. 491.

E. B. KEMBLE vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant alleged an overcharge was collected from his wife on passenger fare from Mt. Carmel to Philadelphia.

After an investigation the Commission advised the complainant that the conductor collected from Mrs. Kemble in cash the fare of one additional person from Port Clinton to Philadelphia. The person whose fare was paid having been, according to the statement of the train conductor, in Mrs. Kemble's company and the fare for that person having been collected by the conductor from Mrs. Kemble with her consent and by her direction. The question at issue herein presented is distinctly one of converted facts, and does not, therefore, come properly within the jurisdiction of this Commission to decide.

Case marked closed.

No. 492.

CHARLES H. SMITH vs. READING TRANSIT COMPANY.

The complainant alleged that the respondent frequently failed to complete the scheduled route of cars operating between Front and Lehman Streets, Lebanon, and Chestnut Street, Annville.

As the result of an investigation the Commission advised the respondent that the service would be improved if the runs were terminated definitely at some one point and suggested that said terminal point be made at the most convenient place for the patrons of the line.

No. 493.

H. B. ABBOTT vs. PHILADELPHIA & READING RAILWAY COMPANY.

The complainant alleged that the Philadelphia & Reading Railway Company is charging an excessive rate for transportation of passengers per mile between Tamaqua and Reading, Penna., and between Port Clinton and Reading, Penna.

The Commission advised the complainant that the Philadelphia & Reading Railway Company, under its charter, had the right to charge a reasonable sum for transportation of passengers but under the Act of 1849 it was restricted to a charge of not exceeding three cents per mile for through passengers, and not

exceeding three and one-half cents per mile for way passengers. There is no later Act regarding the fare to be charged on railroads (over fifteen miles in length) except the Act of April 5, 1907, which, so, far as the Reading Railroad is concerned, was declared to be unconstitutional and void. It will thus be seen that the charges complained of are less than those allowed by law.

Complaint dismissed.

No. 494.

WILBUR T. RICHARDSON vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complaint was made to the Commission regarding a charge of 10 cents additional to the regular fare of $1.61 for passenger transportation between Wilmerding and Johnstown, Penna.

In reply the Commission advised the complainant that this regulation is one which exists on all railroad lines and is reasonable because is facilitates the collection of the fares and protects the Company from possible embezzlement by the conductors and lessens the rate of fare by decreasing the number of employees. It makes no difference whether the regulation be in the form of a rate for tickets, and requiring an additional fare in the cars, or a rate payable in money in the cars, and offering a discount if passengers procure tickets at the station, and the Commission is therefore constrained to recognize the rule as thus laid down.

Complaint dismissed.

No. 495.

CHESTER H. ASHTON vs. NEW YORK CENTRAL RAILROAD COMPANY.

This complaint concerned the train connections at Lawrenceville, Penna., and after it had been investigated the Commission advised the respondent that in some respects the connections at this point were unreasonable, the delays ranging from one hour and fifteen minutes to two hours and five minutes, and consequently recommended an improvement of the conditions complained of.

No. 496.

J. E. RUTHERFORD vs. UNITED STATES EXPRESS COMPANY. ADAMS EXPRESS COMPANY.

Complaint was made that the respondents refuse by its free wagon service to deliver express matter to the residence of complainant, although such service was rendered to other residences in the same neighborhood in the city of Harrisburg.

Respondents in reply advised the Commission that arrangements had been made to extend the delivery limits to include the residence of the complainant. As this satisfied the complaint it was marked closed.

No. 497.

H. HARRIS vs. ADAMS EXPRESS COMPANY.

The complainant alleged that he was excessively charged for the transportation of a plant, from Philadelphia to Clifton City, Penna.

Respondent answered that the charge, which was $1.10, was correct and in accordance with the Company's published rates and classifications.

A hearing was then arranged for but prior to the date fixed for it the complaint was withdrawn and the case dismissed.

No. 499.

OTTO G. ZIMMERMAN vs. DUQUESNE INCLINED PLANE COMPANY.

The complainant alleged that the respondent discriminated against him by refusing to sell him more than a five-cent fare ticket, while other passengers could purchase as many as they desired.

The Commission was advised by the respondent that the complainant and some others entered upon the practice of buying more of these tickets than they proposed using within the limitations placed thereon simply for the purpose of annoying the officials of the Company by constantly presenting them for redemption.

Pending an investigation of the matter the complainant discontinued his prosecution of the case and it was, therefore, dropped.

No. 500.

T. F. DeCOURSEY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant, a meat dealer at Ralston, alleged that the respondent refused to unload shipments to him at his freight station, compelling him to unload same himself at a siding.

The answer of the respondent was that when it was necessary to unload directly from the car that a warehouse man was placed in the car to perform the necessary labor. This answer was served on the complainant and not having replied to it within reasonable time, the case was ordered closed.

No. 502.

GEORGE LODGE, JR., vs. READING TRANSIT COMPANY.

This was a petition for better passenger service between Norristown and Swedeland and for a shelter station at the latter point.

After an investigation of the matter the Commission advised the complainant that the demand failed to justify closer connections at Swedeland but that, so far as the other feature of the complaint is concerned, it was recommended to the respondent that a shelter station should be established at the point designated.

No. 504.

RESIDENTS IN THE VICINITY OF WOLVERTON STATION vs. THE PENNSYLVANIA RAILROAD COMPANY.

These petitioners requested the intervention of the Commission to have Train No. 67 stop at Wolverton Station. The petition was transmitted to the respondent Company, which furnished statistics of a character showing that the demand for the service requested was not sufficient to warrant the Commission in making a recommendation favorable to the complaints.

Case marked closed.

No. 507.

GEORGE E. WOLFE vs. BELL TELEPHONE COMPANY.

Complaint was made alleging undue preference in the matter of toll charges of the Respondent Company, stating that a charge of 5 cents was made to a number of Respondent's subscribers for messages to Ebensburg, Cresson and a number of other points in Cambria County to which points, if a non-subscriber desired to send a message, he was compelled to pay 10, 15 and 20 cents, the regular toll rate as the case may be.

The Commission advised the complainant that it does not appear to the Commission that the disparity between the rate charge to subscribers and to non-subscribers for service between two given points necessarily constitutes discrimination, for presumably the difference in rate is made up in the price the subscriber pays for his 'phone. The only ground of complaint would be where the charge is in itself excessive or unreasonable.

It is regarded as perfectly proper within a limited territory for telephone subscribers to be entitled to certain privileges to which non-subscribers can make no claim, and this both because of the fact that they have subscribed to the telephone, and also because of being subscribers the amount of their business is likely to be greater.

Unless, therefore, complainant is prepared to entertain the position that the charges which are complained of are in themselves excessive or unreasonable, no relief can be afforded in this case.

Case marked closed.

No. 508.

CITIZENS OF MONTGOMERY, PA. vs. ADAMS EXPRESS COMPANY. UNITED STATES EXPRESS COMPANY.

Petition was filed by the merchants and manufacturers of the town of Montgomery, Penna., requesting that the Respondent Companies establish free collection and deliveries of express matter in the town of Montgomery.

Respondent Companies advised the Commission that the amount of business did not warrant the establishment of collection and delivery service; that at one time hand cart delivery was maintained at that office but the small amount of business did not warrant the cost of maintaining it.

The Commission advised the petitioners that unless they are prepared to establish the fact that the business is sufficient to warrant the establishment of the desired service the Commission cannot give any aid in the matter.

Case marked closed.

No. 509.

J. N. GLOVER vs. ADAMS EXPRESS COMPANY.

Complainant alleged that an excessive rate was charged for the transportation of a box from Dewart to Vicksburg, Union County, Penna.

The Commission advised the complainant that it cannot determine that a rate is unreasonable simply upon an allegation to that effect, but the party who makes the charge must be prepared to prove it, and unless the complainant is so prepared the complaint must be considered as closed.

No. 510.

J. E. YENNY vs. THE PENNSYLVANIA RAILROAD COMPANY.

This complaint concerned the regulations relative to the use of commutation tickets. Complainant pointed out that as the lines located on both sides of the Allegheny River are in the same Division and owned by the same Company, commutation tickets should be good on either road between points located between Tarentum and Glenover. The proposition was submitted to the Commission by the respondent and after considerable correspondence the latter issued instructions to the Division Ticket Agent at Pittsburgh to furnish commutation tickets between Tarentum or Edgecliff and Pittsburgh.

This adjustment of the matter was satisfactory to the complainant and he accordingly notified the Commission to this effect.

No. 511.

NEW PARK & FAWN GROVE RAILROAD COMPANY vs. STEWARTSTOWN RAILROAD COMPANY.

The complainant in this case sought to have the respondent unite with it in establishing and maintaining a joint station at Pennsylvania Avenue, Stewartstown Borough.

The Commission investigated the matter and decided that while it is authorized to recommend the establishment of stations by common carriers, its powers do not extend to requiring that two such carriers shall join in any such station. Therefore it could not proceed further in the matter so long as one of the parties expressed an unwillingness, as the respondent did, to join in such enterprise with the other.

No. 512.

OLIVER A. KEEFER vs. PITTSBURG, HARMONY, BUTLER AND NEW CASTLE RAILWAY COMPANY.

The complainant alleged that he was assessed an excessive transportation rate on plaster from Warrendale to Criders Corners, Penna. It developed, however, that the shipment moved forward in a passenger car instead of a freight car, upon the request and for the accommodation of this shipper, and that no understanding was had with the respondent as to the rate to be charged for this means of transportation.

In view of these facts the Commission held that the ground of the complaint was not well founded.

No. 513.

LEWIS F. CASTOR vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complaint was made on charges for storage on a coat that was sent from Broad Street Station, Philadelphia, Penna., to Frankford Station, Philadelphia, Penna., complainant alleging that no notification was received from respondent that the package was at that station.

The Commission advised the complainant that while such charges might be avoided if the railroad company were required to notify consignee, it is suggested that since such regulation would require strict attention on the part of their agents at various stations and the occupation of more or less time for that purpose, it is possible that the carriers might discontinue this cheap package service rather than carry it on in that manner. In this instance the charge appears to have been incurred through the fault of the tailoring firm sending erroneous advice as to the road by which the package had been sent.

Case marked closed.

No. 517.

BOARD OF HEALTH OF GLENOLDEN BOROUGH vs. PHILADELPHIA RAPID TRANSIT COMPANY. SOUTHERN PENNSYLVANIA TRACTION COMPANY.

Complainant alleged that the respondent failed to keep its cars properly heated on the branch running from Angora to Media.

The respondent answered that the cars were fitted with electric heaters and the regulations relating thereto prescribe a temperature that should keep the cars comfortable.

No. 518.

F. P. HOLLEY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant petitioned the Commission for better train connections at Olean, for passengers from Bradford, but was advised that, inasmuch as the matter involves the movement of interstate passenger trains, the Commission is without jurisdiction in the same.

No. 523.

D. M. SHANAMAN vs. PHILADELPHIA & READING RAILWAY COMPANY.

The complainant petitioned for an additional train in the evening East on the respondent road from Harrisburg, but inasmuch as no demand for the same was shown, the petition was refused.

1909 CASES CLOSED DURING 1910.

87. City of Pittsburgh vs. Pittsburgh Railways Company.	Sanitary condition and overcrowding of cars.
126. Corry Hide and Fur Company vs. New York Central Railroad Co.	Class rates on Pennsylvania Division to Corry, Pa.
186. Loyalsock Improvement Company vs. Adams Express Company. American Express Company. United States Express Company.	Discrimination in delivery of express matter.
191. O. S. Williams vs. Pennsylvania Railroad Company.	Charges on shipment of lime, Hughesville to Canton.
199. In re Senate Resolution vs. Philadelphia & Reading Railway Company.	Passenger service on several routes, Pottsville and Harrisburg
204. Coplay Cement Manfacturing Co. vs. Lehigh Valley Railroad Company.	Rates on anthracite coal from collieries to Coplay.
231. John A. Stanton vs. Pennsylvania Railroad Company.	Discontinuing stoppage of trains Nos. 101-108 at New Stanton and Ruffsdale.
240. James B. Smail, et al, vs. Pennsylvania Railroad Company.	Station facilities at Leechburg, Pa.
246. Consolidated Telephone Company of Pennsylvania vs. Bell Telephone Co. of Penna. Slate Belt Telephone & Telegraph Company.	In re contract in violation of Constitution of the State and contrary to public policy.
247. Albert C. Farr vs. Pittsburgh Railways Company.	Rate of fare between city of Pittsburgh and Ben Avon.
252. John F. Stone vs. Buffalo & Susquehanna Railway Company. Coudersport & Port Allegheny Railroad Company.	Excessive freight charges on wood in carload lots.

256. Julian Pilgram, et al, vs. Lehigh Valley Railroad Company.	Inadequate passenger and freight train service.
278. Louis B. Titzel vs. Baltimore & Ohio Railroad Co.	Proposed change of schedule of passenger service.
280. John C. Dight vs. Baltimore & Ohio Railroad Co.	Train service at Mars, Butler County.
288. The Mesta Machine Company vs. Pennsylvania Railroad Company.	Rates on furnace coke from Smock to Homestead, Pa.
296. R. C. Crawford vs. Baltimore & Ohio Railroad Co.	Certain practices of railroad company operating in and out of the city of McKeesport.
301. John L. Martin vs. Trunk Lines Mileage Ticket Bureau.	Claim for refund on unused coupons of Interchangeable Mileage Tickets.
305. H. H. Fetterholf, et al, vs. Schuylkill Valley Traction Co.	Rates of fare between Collegeville and Norristown, Pa.
309. Phoenix Iron Works Company vs. Railroads.	In re freight rates Meadville to Laurel Summit, Pa.
311. Charles M. Hamerstine vs. Buffalo & Susquehanna Railroad Company.	In re right to deduct percentage of wages for purpose of insurance fund of employes.
317. Charles E. Shaffer vs. Pennsylvania Railroad Company.	In re train service Dauphin to Harrisburg.
319. D. O. Ramberger vs. Schuylkill Railway Company.	Rates of fare, Girardville to Shenandoah.
321. The Wilkoff Brothers Company vs. Pennsylvania Railroad Company. Baltimore & Ohio Railroad Co.	Rates on scrap iron, Altoona to Mars, Penna.
322. H. & F. McIntosh Estate, et al, vs. Pennsylvania Railroad Company.	In re abandonment of the Newry Railroad.
323. W. H. Cox & Company vs. New York Central Railroad Co.	Discrimination in rates on shipments of lumber.
324. Baltimore & Ohio Railroad Co. vs. Claim of D. Shaffer.	Petition for refund on shipment of brick.

325. Frank R. Leib vs. Northern Central Railway Co.	In re lights at station at New Cumberland, Pa.
327. Glenshaw Civic Club W. L. Davis, Chairman vs. Baltimore & Ohio Railroad Co.	In re restoration of passenger train No. 152 on the Chicago Division.
331. McKeesport Brick Company vs. Pennsylvania Railroad Company. Baltimore & Ohio Railroad Co.	Rates on brick, Pittsburg to Suterville.
332. Corry Hide & Fur Company vs. Pennsylvania Railroad Company.	Refusal to furnish refrigerator cars for movement of raw furs.
333. Harrisburg Pipe & Pipe Bending Works. vs. Pennsylvania Railroad Company.	Excessive charges for transfer of scrap iron at Harrisburg.
334. Cephas McClune vs. Philadelphia Rapid Transit Co.	In re service and overcrowding of cars.
335. H. D. Widdowson vs. Buffalo, Rochester & Pittsburgh Railway Company.	Extra charges of freight from Punxsutawney to Savan.
336. Wilkes-Barre & Hazleton Ry. Co. vs. Lehigh Valley Railroad Company.	Rates on Coal.
337. United States Sanitary Manufacturing Company vs. Pittsburgh Railways Company.	Trolley service, Pittsburgh to Monaca.
338. J. Aldus Herr vs. Adams Express Company.	Excessive express charges on shipments from Chadds Ford.
340. Citizens of Jenners vs. Baltimore & Ohio Railroad Co.	In re station facilities.
341. Citizens of Vanport vs. Pennsylvania Railroad Company.	In re restoration of station at Vanport.
342. Charles E. Meehan vs. Philadelphia & Reading Railway Co.	Demurrage on coal from Huntingdon to Holland, Pa.
343. Sharon Fire Brick Company vs. Pennsylvania Railroad Company.	Rates on fire clay, Fetterman to Sharon.

345. Henry D. England vs. American Union Telephone Co.	In re telephone rates between Morgantown and Reading, and Reading and Morgantown.
346. Neilson Sharp vs. Philadelphia Rapid Transit Co.	Discomfort caused by not heating cars.
348. Carl Van Der Voort vs. Central District & Printing Telegraph Company.	In re excessive rate charged for extension set to desk.
349. W. M. Brinker, et al, vs. Wilkinsburg & Verona Street Railway Company. (Pittsburg Railways Company.)	Inadequate number of cars, size of cars, no trailers, half hour schedule, overcrowding, poor light and equipment.
350. C. A. Cunningham vs. Pennsylvania Railroad Company.	In re Eastbound connections at Blairsville Intersection with Conemaugh Division, Indiana Branch.
351. E. A. Schwarzenberg vs. Meadville & Cambridge Springs Street Railway Company.	Refusal to refund on unused portion of round-trip ticket.
352. Thomas Van Natta vs. Pennsylvania Railroad Company.	Neglect of railroad Company to provide proper equipment for cleaning tracks of snow.

No. 87.

CITY OF PITTSBURG vs. PITTSBURGH RAILWAYS COMPANY.

C. A. O'BRIEN, Esq., City Solicitor, For the City of Pittsburgh,
JAMES C. GRAY, Esq., E. W. SMITH, For Pittsburg Railway Company.

The Mayor of the city of Pittsburg transmitted to this Commission resolution 850 of Common Council of the city of Pittsburgh adopted October 26, 1908, which reads as follows:

> "RESOLVED, That the Mayor be requested to ask the Pennsylvania State Railroad Commission to investigate forthwith the sanitary condition of the cars of the Street Passenger Railway Companies of the City of Pittsburg, and its method of transporting passengers, and that the Mayor report any information he may obtain relative to the same to councils.
>
> In Common Council, October 26, 1908.
> Read and Adopted.
>
> (Signed) WILLIAM BRAND.
> President of Common Council.
>
> Attest:
> ROBERT CLARK,
> Clerk of Common Council."

The Commission requested and received additional information to the effect that the complaint as to the sanitary condition of cars had to do principally with overcrowding. Subsequently, the Commission decided to have an investigation made by one of its members, and to this end, delegated Commissioner John Y. Boyd for this work, notice being given to the Mayor of the city of Pittsburgh, as well as the president of the respondent company. After receiving report of Commissioner Boyd the Commission decided to have a thorough investigation made of the traction situation in the city of Pittsburgh, and for this purpose employed the Stone & Webster Engineering Company, of Boston, Massachusetts.

The report made by the experts employed by the Commission was sent to both parties to the complaint, and after receipt of their comments thereon the Commission, on the twenty-third day of April, 1909, made the following recommendations:

> FIRST: That additional service be provided by Railways Company during the period commonly known as the "rush hours" on the following routes and to the exact amount indicated opposite each:

Route	Designation	Trippers per hour.
203	Heidelberg,	3
204	Crafton-Ingram,	3
205	Crafton-Thornburg,	3
213	Mount Washington via Tunnel,	6
307	Arlington Avenue,	4
403	Wilmerding via Homestead,	2
706	Wilkinsburg via Frankston Avenue,	5
714	East Liberty Express via Liberty Avenue,	5
1,001	Sharpsburg via Penn Avenue,	5
104	California Avenue to Avalon and Emsworth,	4
207	Elliott and Sheridan,	4
305	Knoxville via Tunnel,	6
901	Wylie, Bedford and Herron Avenue,	5

> The maximum number of cars on the most congested loop with this increased schedule would be one hundred and twenty (120) per hour, Car movements will necessarily have to be facilitated in every possible

way to get satisfactory service from this headway, and the actual schedule of the different routes may have to be modified to properly take care of the increased number of cars; this, however, is an operating matter to be worked out by the traffic department of the Company.

"Wherever possible, the long, double truck cars should be substituted for the smaller ones, and a still greater improvement in the service would thus be effected.

"SECOND: That the Company station inspectors at every important point and that, so far as practicable, the municipal authorities secure to these inspectors the authority to regulate the headways of cars on the various lines, to the end that a closer adherence to schedule may be maintained.

"THIRD: That at all important junctions in the terminal district electrically operated switches be introduced or that the switches now in place be operated by employes of the Company other than those engaged in the operation of the cars.

"FOURTH: That the Company endeavor to at once improve the lighting arrangements in the short cars, and give more careful attention to the heating and ventilation of all cars.

"FIFTH: That every legitimate effort should be made to secure the speedy abolition of all grade crossings of steam railroad lines."

The respondent accepted the recommendations made by the Commission, and on July 3, 1909, filed a detailed statement showing the exact manner in which the additional car service recommended had been installed.

Subsequently, on October 22, 1909, the Commission wrote the respondent, asking whether or not service on its Knoxville line had been renewed, and received advice that a change had been made.

Before taking action on this matter the Commission held a conference at its office November 9, 1909, with Hon. W. A. Magee, Mayor of Pittsburgh, subsequent to which, under date of November 16, the then Mayor of the city of Pittsburgh filed a petition with the Commission requesting a re-opening of the above case, and alleging that the recommendations made by the Commission had not been complied with, and that said recommendations were inadequate to correct the conditions complained of. The Commission requested that this petition for re-opening be amended so as to specify in detail the manner in which its previous recommendations had not been complied with, and also set forth all other matters which it was desired should be inquired into. This was filed and the Commission then arranged, and gave notice to the parties, of its intention to proceed to the city of Pittsburgh to make an investigation, fixing the date for beginning the same as November 29, 1909. There had been filed with the Commission at various times several additional complaints on the same subject as the above, and notice was given to all parties making said complaints that the Commission would extend a hearing while in the city of Pittsburgh. In connection with the said hearing the Commission was advised that it would have laid before it the result of investigations made by certain experts employed by the Mayor of the city of Pittsburgh, under authority of the Resolution of the Councils of said city. At the same time the Commission arranged to secure the services of Messrs. Stone and Webster, Engineers, who had already conducted an examination into this matter.

A hearing, open to all parties, was held at the Court House, Pittsburgh, Penna., Wednesday, December 1st, 1909. Before the hearing was concluded a conference between the parties was held and an agreement reached, the result of which was the issuance of the following recommendation:

"Since the former recommendation of this Commission, the evidence that we have had leads us to the conclusion that there has been a considerable increase of travel on the street car lines of this city, and in consequence, it would follow that recommendations that were adequate at that time, would hardly prove so to-day. At that time the Commission's experts thought there was crowding of the cars on at least certain of the lines in the city, to such a degree as demanded relief, and our own observation and experience since we have been here on this occasion, as well as the information which we have received from various reliable sources, convince the Commission that there is such a

crowding of the street cars during the rush hours, as naturally arouses the antagonism of the public, and calls for immediate relief. In consequence of that, the Commission has been advising with the Railways Company and the Mayor, informing them of the Commission's opinion in this respect, and we have concluded that as a result of that conference, no further testimony in this case is needed, and all that is required at present, is for the Commission to make a recommendation which we are prepared to do now. That recommendation, in brief, is this:

"That the Railways Company put into immediate service all its available closed cars, suitable for the season, assigning the extra cars to those of its routes which seem the most crowded; that assignment to be subject to the supervision and direction of an expert to be appointed by the Commission, and in connection with that assignment, the Commission's experts shall also take up the question of a change in the routing of the different lines to ascertain what relief can be obtained in that way, and this work to be done as speedily as possible.

"Furthermore, if after the employment of all the cars now in control of the Street Railway Company, it is found that the service is still inadequate, the Commission recommends that the Railways Company forthwith proceed to supply additional cars.

"It is understood that other cars have already been ordered, but have not yet been delivered. Some of them are expected in a short time. They are to be put into service as soon as they are received.

"When the expert to be appointed by the Commission makes his report as to the adequacy of the service, what additional cars are yet needed and what changes, if any, can be made advantageously in the routes of the different lines, the Commission will make a further recommendation embracing those points."

Upon receipt of the very elaborate report of Mr. Emil Swensson, the expert appointed by the Commission to investigate the traction situation in the City of Pittsburgh, the Commission deemed it proper and advisable to request the views of both the City and the Railways Company on that report before taking any definite action. This request was quite promptly and very fully complied with by both the parties, so that the Commission now has before it not only the complaint and the answer thereto, but also the detailed opinion of the expert and his suggestions, and the attitude and views of both of the parties respecting the same. In addition, the Commission also has the excellent report of Messrs. Stone & Webster, made last year. Therefore, the Commission is now very well informed as to the local situation and its requirements; but it does not follow that all that is required to make that situation satisfactory is within the power and jurisdicion of this Commission. Very far from it.

In giving the complainant's view of the expert's report Mayor Magee made a most excellent and useful analysis and summary of its suggestions, which the Commission is pleased to adopt, and which is as follows:

First. Improvements to be made by the Company and which your representative advises you to *order* or *recommend immediately*.
- (a) 260 new cars in addition to the 80 cars already ordered.
- (b) More power plant capacity.
- (c) Better car storage accommodations.
- (d) Trucks and motors for 200 open cars.

Second. Improvements to be made by the Company and which from their nature require more detailed study and *gradual introduction*.
- (a) Annual additions and replenishments to the stock of cars now in service.
- (b) Improvement in management.
- (c) Improvement in schedules.
- (d) Improvement in tracks and road-beds.

Third. Improvements to be brought about by joint action of the City and the Company.
- (a) A shuttle loop, re-looping in the terminal district and re-routing generally.
- (b) Extensions on certain streets in the terminal district.
- (c) The construction, widening and repairing of certain bridges.
- (d) The separation of certain grade crossings.

Fourth. Improvements that lie wholly within the jurisdiction of the Municipality.
- (a) Regulation of street traffic.
- (b) The widening of certain streets.

From this digest-summary it readily appears that with respect to the matters specified under the third and fourth sections this Commission has now no jurisdiction. It would, therefore, be unprofitable to give any particular attention to these questions.

The suggestions included in the second section are, as the title to that section states, improvements "which from their nature require more detailed study and *gradual introduction.*" So no definite recommendation respecting them can now be made. It must be stated just here, however, that so far as the internal management of the respondent company is concerned this Commission is without any authority. It is beyond our province to prescribe its organization, designate its departments or distribute its work. It is only the character and extent of its service to the public with which we have to do; and that is as far as the public is now interested in its affairs.

This brings us to the consideration of the first section of the Mayor's analysis, which embraces recommendations for better car storage accommodations, more power plant capacity, 260 new cars and additional trucks and motors for 200 open cars,—here stated in the order in which we will discuss them.

Respecting car storage accommodations near the terminal district and sufficient power for the peak loads, we are now officially advised that the respondent "has made plans to store cars as near the terminal district as possible, and appreciates the advantages to be obtained thereby," and at its power plants "has many improvements and additions now in the course of construction." We, therefore, expect adequate and proper car storage facilities near the terminal district to be promptly provided, and ample power for the peak loads to be supplied and maintained.

The gist of the whole matter, as it primarily affects the public, now confronts us,—the question of adequate accommodations during the rush hours. Out of the different views on this question all the trouble and feeling have arisen, and to it all other matters respecting the service rendered by the respondent are but subsidiary and incidental.

A brief review of general conditions, as they are presented to us by the date at our command, will aid materially in determining the present situation and its needs. The respondent company operates "about 150 originally chartered companies, of which about 40 were originally independently operated lines or systems," with "about 108 routes and schedules over its system," of which 'about 66 routes enter the terminal district." "The corporate organization of the underlying companies must be maintained, and to some extent their independent corporate operation must be adhered to; * * * * this Company cannot tear all these underlying companies apart and operate them as it sees fit." "The greater portion of the Company's system is outside the city limits," it having about 275 miles of single track in the city, about 215 miles in adjacent boroughs and suburbs, and about 80 miles interurban; and "its operations are carried on in two cities, 56 boroughs and 32 townships. Each of these municipalities have various requirements in their franchises * * * to the companies, and there are terms and conditions requiring specified service by the underlying companies which do not leave the operating company free to alter its service in accordance with reasonable present requirements;" for "many franchises specifying the routes to be followed by the cars are contracts between the municipalities and the underlying companies, and it has been found impossible to make many changes which would be highly desirable." Many of the 66 routes entering the terminal district extend beyond the city limits.

The topography of the territory covered by this system and the location and character of the various communities served by it are quite fully and graphically described by Mr. Swensson, and he plainly states that "it is apparent that the general conditions for laying out and operating a traction system in this terri-

tory are *surely unusual:*" also that "local conditions interpose a combination of difficulties rarely found in other cities," and that "none of the leading communities in this country has to contend with the *combined* difficulties that Pittsburgh has."

With, then, both great natural and artificial difficulties encountered in construction, maintenance and operation, and the company so largely controlled by franchise obligations in the numerous municipalities it enters, it is quite apparent that considerable time, money, study and work will be required to place and to maintain the organization, plant and operations of the company in a satisfactory condition, and that the public and the interested municipalities must lend their assistance in order to accomplish this end. Such facilities are for the benefit of all, and they should be, and only can be secured by the cooperation of all .

"The key to the traction situation in this territory is, of course, the *down-town* or business section, * * * * * which can properly be named the Terminal District." "The key to the surface traction situation in Pittsburgh is the capacity and arrangments of the downtown terminals during the peak of the load, occuring between the hours of 5 and 6 P. M." These declarations by our expert mean more track room and more and shorter loops in the terminal district, and more cars; the number of the cars and their satisfactory operation being necessarily largely dependent upon the extent of the tracks and the number and arrangement of the loops; for he adds, parenthetically, "This, of course, means that the company must possess more cars. Again, it means that more room or more streets to handle cars and passengers must be furnished in the terminal district, where main points of embarkation are located." This he further emphasizes by stating that "tracks should be spread out over the whole business district, utilizing all streets," and advises to "spread out the loops over the *entire* down-town section, instead of only over *one-half* thereof as at present."

It is indisputable that cars are heavily overcrowded during this hour, and it can not be denied that the same situation to a greater or less degree exists in every city in the land. Three remedies have from time to time been proposed; first, a law prohibiting more than a prescribed number of riders on a car at one time,—but as yet, at least, our people will not consent; secondly, the carrier to furnish room for every patron at the time and place he wants it,—an absolutely impossibility at persent according to every authority; and thirdly, such a voluntary distribution by the people of their patronage during the crowded period as will load all the cars therein available somewhat equally,—but every one insists upon taking the first car. For those whose day's work has been hard and long, and whose hours at home are necessarily limited, there is some excuse for such insistent haste; but those who can control their own time and movements should ordinarly set a better example by the exercise of a little patience, and thus contribute to the comfort of themselves and others. A complaint of overcrowding comes with bad grace from such persons, for by their action in boarding a crowded car they but intensify and augment the trouble about which they complain. And it is not so much for these persons, but rather for the others above referred to, and whose discomfort these but increase, that we are particularly anxious to find some relief. What shall it be? It seems that it must now be found in a sort of a combination of the second and third methods above mentioned,—more cars by the Railways Company, more patience on the part of the people, and, also, more, assistance from the municipalities.

In January last Mr. Swensson reports 21,500 seats furnished from the terminal district between 5 and 6 o'clock P. M., and 37,500 passengers then carried. the respondent claims that but 30,000 passengers are aboard the cars at one time in that hour owing to changes en route; while our expert reasons that because this is the hour of long hauls, when transfer additions occur before many alight and when fares are most likely to be missed, the greater number should be taken as correct.

the probability is that the exact number carried at one time is somewhere between the two estimates given; but that we may be on the safe side we will accept the larger number as correct in discussing the situation.

With, then, 21,500 seats for 37,500 passengers it is evident that, if the passengers be distributed in all the cars in proportion to their seating capacity, each car will have excess of passengers over seats of 75 per cent.; but because, as every one knows, no such equal distribution ever occurs, the fact is that some cars carry a much greater number of passengers than others, so that in some cases the excess load is much greater than the percentage given. This is caused by every one seeking the first car and being unwilling to wait for a later one, as before stated; and since it is wholly impossible to provide cars sufficient for all at one time and place, this difficulty cannot be eliminated by any known practicable method except by the voluntary action of the patrons above referred to. In dealing with the rush hour problem, therefore, we can only do so by considering the accommodations necessary and possible during that whole period. If a sufficient number of cars is furnished during that period for the reasonable accommodation of the patrons, and scheduled and run so as best to meet, as far as practicable, the demands of the different portions of the hour, that is all that can reasonably be required of the respondent; and if then the people still persist in crowding the first cars to the neglect of those to follow, the consequent discomfort and annoyance will be caused by their own action, and they may discover later that what Mr. Swensson had in mind when he said "cars not used cannot be expected to run" has actually occurred.

What, then, is reasonable accommodation—reasonable both with respect to the company and to its patrons—during the rush hours? Certainly not that which exacts an average excess loading of 75 per cent. Nor, on the other hand, can it be, at least in our present state of the development of trolley service in our large cities, that which supplies a seat for every passenger at this period just when he wants it. The demand for trolley service, as also that for steam railroad service, has grown more rapidly in this country than it has appeared possible for the companies rendering such service to keep pace with, notwithstanding great efforts so to do. Thus, the respondent states that since January 1st, 1902 (when it under took the operation of this system) "there has been expended for improvements and betterments on the system $8,073,650.00, and for extension, both in the city and outside thereof, the additional sum of $10,480,670.00. These two enormous sums of money have been furnished by the present owners of the company * * * * at only five per cent, interest," and without the issue of "a dollar of overcapitalization or watered stock, * * * or one dollar in dividends to its stockholders." This certainly negatives any allegation that the company has made no effort to improve its facilities, even although those facilities are not yet what they should be. For this, as heretofore stated, both more time and more money are yet required. Therefore, ideal conditions cannot be obtained at once, and in no event can they be secured by the unassisted efforts of the Railways Company; for as we have seen and as will be shown again later, much must be done by the interested municipalities, and in the prosecution of that work the public concern should be manifested and felt. But since the jurisdiction of this Commission extends over neither the public nor the municipalities, its recommendations must be confined to such matters as are deemed necessary and advisable, and possible of accomplishment by the Railways Company under its present franchise obligations and with the street room and possible terminal loops and facilities it now possesses.

A careful consideration of all these matters impels the Commission to the conclusion that it would be both injudicious and without any substantial public benefit to recommend at this time that the Railways Company now make the great addition

to its rolling stock that the expert's report suggests, viz: 260 No. 4000 cars of 56-seat capacity, and tracks and motors for 200 open motor cars. Our study of the case fails to convince us that present local circumstances and conditions now require such additional equipment, or that so many additional cars can now be operated successfully and advantageously to the public, or that it would be fair and just to the Railways Company to ask is to incur the great expenditure this would necessarily require, without and reliable assurance that the improvements and extensions absolutely demanded for the successful and advantageous operation of such enlarged equipment can and will be promptly made.

The outside estimate of the rush hour travel last winter is 37,500 passengers. The cars then provided numbered 685 and furnished 21,500 seats. Since then the order previously given for 80 new 56-seat urban and 20 similar interurban cars has, we understand, been filled and nearly all these cars equipped and placed in service. The remaining cars of that order will be in service very soon and the interurban cars replace 20 of "the company's former standard double truck cars" which are now 'available for city service." Regarding then only the closed cars and the winter service, we must now add to last winter's 21,500 seats those supplied by these 80 new 56-seat cars, less 10 per cent. thereof for emergencies and repairs, and the 20 double truck 43-seat cars from the interurban lines, an aggregate of 4,892, making a total present provision of ..... 26,392 seats.

If to thes should then be added the seating capacity of 175 more new 56-seat cars (being the 236 Mr. Swensson suggests, plus 10 per cent. for emergencies, etc., and plus the extra trips of some, this with 80 cars being equivalent to 255 cars, as he says, and less the 80 urban cars already provided) we have additional..... 9,800 seats.

Our total would then be ..... 36,192 seats.

and 952 cars provided in the terminal district during the hour—for if they are not needed at this time it does not appear that they are required at all. The excess average load would then be a little over 3 per cent., and the new cars, 267, would average over 4 per minute, and the above total of cars about 16 per minute.

And if we should still increase the accommodations to the extent that "66 additional 56-seat capacity motor cars to take the place of 100 out-of-date oldest four-wheel cars" would afford in excess of the cars so replaced, we gain, ... 896 seats.

and have now a grand total of ..... 37,088 seats.

Approximately a seat for every passenger during the critical hour of the day—"a consumation devoutly to be wished," perhaps, but as yet unattained in any large community in this country.

With this last addition of seats, however, we obtain a reduction of 34 in the number of the cars, still leaving, however, an increase averaging about 4 per minute. This increase in seats accompanying a loss in the number of cars to operate, and consequently in the number of crews required, etc., shows very forcibly the benefit to be derived both by the public and by the company by exchanging the smaller for larger cars whenever and wherever practicable. The respondent evidently appreciates this, for it has recently adapted a larger standard car—the 56-seat No. 4000 type—and no doubt will and will be expected to, replace with these or similar cars the smaller and old standard cars as rapidly as practicable an all routes where their operation is possible and the travel warrants it. But it is useless to furnish a car seat for each passenger during the runs hour

unless the patrons will avail themselves of this accommodation. If, notwithstanding such ample provision for their comfort, they still persist in crowding the first cars—unwilling to wait a short time for others—no possible increase in the number of cars can prevent the overcrowding. If the people, however, will evince a disposition to so distribute their patronage during this hour as to give each car then run its fair proportion and average of the hour's travel, and the number of cars then proves insufficient for the reasonable comfort of all, and the operation of additional cars be at all practicable, this Commission will recommend that a still greater number of cars be forthwith provided until such comfortable accommodation is secured. At present no such disposition is manifested by the public, and the later cars of the hour are comparatively empty. Mr. Swensson very wisely emphasizes the necessity for reform in this attitude of the public if any considerable and permanent relief from the overcrowding of cars is to be obtained; and we are but following his advice when we declare that each leg of the "three-legged stool" he constructed "must perform its specific duty equally well or * * * * there will be no satisfactory service."

In the foregoing calculation of seats and passengers we have left out of all consideration the "14 cars of 56-seat capacity to take the place of the 20 of the best four-wheel cars" proposed "to be used on the down-town shuttle loop," because that loop requires the authority of the city for the occupation of streets, or portions of streets, on which there are now no tracks. It will be sufficient to make provision for its operation when at least the authority for its construction has been granted. For summer travel the open cars—which contain more seats than the old standard closed cars—are available, and even if they supplant the 28-seat 4 wheelers, the trucks and motors of which can be used on these open cars, there will be a net gain of 17 seats for each such replacement. Thus the seats that can be supplied in the summer exceed by several thousand those furnished in the winter; and, therefore, there appears to be now no necessity for acquiring 200 motors and trucks for the open cars.

Furthermore, the successful and advantageous operation of these additional cars in the terminal district is now impracticable. In January last when 20 per cent. more seats had already been furnished pursuant to the direction of this Commission, we are advised that "the congestion of cars on streets is much greater than a year ago, owing to more cars and team traffic." Referring to a suggestion that the routes be rearranged to go *through* the terminal district, Mr. Swensson says: "The most intelligent complainants of traction condition in Pittsburg long ago recognized that more track and street room in the terminal district is an absolute necessity for the movement of the additional cars required;" and, speaking of the length of the terminal loops and the frequent crossing of the lines there, he adds, "with such condition at present, what would be the condition if the actual number of cars required by the rush hour traffic, about 255 additional, were to run over these same loops during this hour? There simply would not be room enough," To remedy this condition, which he calls "the chief source of the complaints by the patrons," he says, "A better distribution of loops over the entire down-town district is necessary." And further along he declares that it is "*absolutely impossible* to handle all the cars required between 5 and 6 P. M. in the terminal district, *even when said district is enlarged and rearranged as recommended*, as fast as the patrons desire;" and in his 12th recommendation he says, "Without this additional trackage and street room, *it is useless to add all of these needed cars to the rolling stock, as called for in above recommendation*" (The italics in these last quotations are our own.)

President Callery says, "These additional cars * * * cannot be operated over the different routes * * * * * * If all of the suggested number of cars be procured it would be impossible to operate them at the present

time in the congested portion of the city during the rush hours." He adds that "The company believes that with improvements in the terminal district more cars can be put into service and new schedules can be arranged with closer headway."

On the same point Mayor Magee very frankly says, "The only question involved here are whether there is sufficient track mileage in the terminal district for the necessary additional cars, and whether said cars can be advantageously handled with reference to the safety, comfort and convenience of the people, * * * * * * *. While the additional cars, 200 or thereabouts in number, could be more advantageously handled with a new and additional system of street tracking and looping or routing in the terminal district, which system could be formulated in the interval while the new cars are being made ready it is by no means impossible to advantageously operate the additional cars if the Railways Company persists in its present plans in that district, * * * * * *. If, however, it is deemed advisable, it would be possible to divert some of the long-haul trippers around short loops already provided, or to slightly rearrange some of the routes, but without making any immediate radical changes as the present tracks can accommodate all the cars that should be ordered. There is no reason for delay as any desired improvement in routing can be studied while the cars are being constructed." All this clearly recognizes that there is a serious question of the feasibility of properly operating so many additional cars in the present terminal district; and the general suggestions that a diversion of "some of the long-haul trippers" and a slight rearrangement of "some of the routes," presumably on existing tracks, would render such operation practicable, provide neither the Railways Company nor the Commission with any such definite advice as can be weighed and acted upon. And Mr. Callery states very positively, "That, to effect changes of routes by the use of parts of definite systems, additional switches and curves are necessary, and these cannot be put in without the approval of the municipal authorities."

With the opinions given us by the expert and the interested parties as above quoted, it certainly will not be thought strange that we seriously doubt the practicability of the successful and advantageous operation of so many additional cars, over 4 per minute, in the terminal district with the track facilities and space now enjoyed by the Railways Company. And it must be noted, even if this operation were perfectly feasible in the terminal district, it could not now be applied on various routes leading thereform into adjoining boroughs and municipalties because of the size of the cars indicated. Mr. Callery states that the company "find it impossible today to apply them on routes over which they can be operated * * *. Application has been made by the company to municipalities outside the city limits for authority and permission to install the necessary loops and 'Y's' or make various track alterations to provide for the clearance necessary for these cars and for turning them at the ends of the routes, and in every case such requests have been tabled or indifferently received and action postponed." So even the number of routes on which these new standard cars can now be used is limited.

And with such doubts, at least, respecting its ability to properly operate so many additional cars in the terminal district, and on some of the routes to and from that district, by reason of the contracted facilities and the condition and character of the terminals, to improve which municipal consent and authority are prerequisites, would it be reasonable and equitable to place upon the Railways Company the entire burden of an experiment designed to test and to resolve these doubts? To make such an experiment would necessitate the expenditure by that company of an enormous sum of money for the necessary preparation, equipment and labor, while neither of the other parties in interest, the muncipality and the public, would incur any expense or assume any obligation whatsoever. The company would assume every risk. If the experiment should prove a success—which result is very doubtful according to all our advices—well and good; but if it

should demonstrate the utter futility of any such operations, what would be the situation of the Railways Company? Its money would be spent, its equipment secured and its work done, but all for naught. Mr. Swensson says such demonstration "will effectively prove the absoulte need of more tracks and more streets for the transportation of the people of this community;" but this necessity has been known for some time, as shown by the hereinbefore quoted phrase from his report to the effect that, "The most intelligent complainants of traction conditions in Pittsburgh long ago recognized that more track and street room in the terminal district is an absolute necessity for the movement of the additional cars required. etc."; and yet this "absolute necessity" is still unprovided. It is wholly unnecessary to demonstrate a self-evident truth.

The City declares (again repeating some quotations) that "a new and additional system of street tracking and looping or routing in the terminal district * * * could be *formulated* in the interval while the new cars are being made ready," and that "any desired improvement in routing can be *studied* while the cars are being constructed." We have here italicized the important words in these clauses in order to show that they give no promise whatever that the necessary work (widening and opening streets, etc.) will be done, or that the required authority will be granted to the Railways Company. They may "formulate," ascertain and put in a definite statement, such "new and additional system of street tracking and looping, etc.," and may "study any desired improvement while the cars are being constructed"—such study being necessary for even the proposed formulation—but study and formulation are useless unless the necessary positive action in work and in the grant of franchise authority certainly follow. Of this there is no assurance. Indeed it is likely that no such assurance can be given until plans are fully determined and agreed upon, and approved and the work authorized by the proper municipal authorities; and when this can or will be done is quite uncertain. Even the Mayor, however willing to act and to act promptly, can hardly wholly control and direct such action. And the experience which the Railways Company says it has had in such matters heretofore, and particularly when "it had plans prepared and approved by the municipality, and materials purchased and delivered on the streets for additional terminal loop facilities in the early part of 1906, when a change in the city administration took place and permission to proceed was absolutely refused," very naturally makes it unwilling to proceed far in any improvements dependent upon cooperation by the City without some definite and obligatory contract to rely upon. It states that even at present "The City of Pittsburg itself has some municipal improvements in view which would permit the use of some of these larger cars on new routes, but the improvements are now held up by proceedings in court, or in some cases by indifference on the part of the city officials, and in other cases by a desire on the part of the city officials, to increase the taxes and obligations of the company." This statement indicates and suggests a possible additional obstacle that may be encountered before the requisite improvements can be made—even although agreed upon and authorized by the immediate parties—namely, some troublesome and tedious, if not successful, litigation instituted by some third party or parties. It is but ordinary fairness and justice that all these matters should be fully considered, and their relation to and possible effect upon the respective parties duly regarded, when one is called upon to determine their relative rights and duties in the premises. And this leads us to conclude that it would be unreasonable and unjust to now ask the Railways Company to provide all the additional equipment suggested.

It must here be noted that in addition to the 80 new urban cars and the 20 new interurban cars (the latter releasing 20 of the 43-seat type for city service), we are just now informed that 50 new closed 60-seat trail cars have been ordered for delivery next Fall, all of which equipment has been provided since this proceeding began, and to some extent at least in consequence thereof.

This additional equipment, even after the usual allowance of 10 per cent. is deducted, will provide 7,592 more seats and increase the total number of seats to 29,092, which for, say 39,000 passengers, an estimated increase of 4 per cent. over the number last year, will result in an average overload of about 34 per cent. But notwithstanding this reduces by more than one-half the inconvenience and annoyance so grievously complained of last winter, it does not yet appear to the Commission to furnish all the accommodations which may reasonably be expected from the company at this time, and we are therefore recommending the purchase of a further number of cars sufficient to reduce this overload to a fraction over 23 per cent. By increasing the number of seats to 31,612 this will on an average load reduce the straphangers of last winter from 42 to 13 in each 56-seat car; from 33 to 10 in each 43-seat car and from 21 to 7 in each 28-seat car, a very marked improvement which should prove very gratifying to the public. While our part of the work is accomplished when we make the recommendation for the purchase of these additional cars, it yet remains to be seen just how far the people will cooperate to secure the uniform loading necessary to afford this estimated comfort and relief. We think this additional number of cars can now be operated without any very serious or insurmountable difficulty.

Our formal recommendations will be found to include a number of other matters also; and when additional and improved track and loop facilities in the terminal district and elsewhere in the City of Pittsburgh and in the adjacent municipalities, are obtained, the Commission will make any further recommendations that the circumstances may require.

The Commission is impressed with the belief that both the Railways Company and the present administration of the City of Pittsburgh are ready and willing to adjust all differences and to make all reasonable agreements and contracts necessary to accomplish the establishment of harmonious relations and of a very satisfactory trolley service, and it is earnestly hoped that the public will also heartily cooperate to this end. If the right spirit is manifested by the three parties in interest a much more satisfactory and permanent and equitable result can be obtained than by any other method. And if such disposition be manifested by all the parties and there should yet arise any such differences of opinion as seem to hazard an amicable and satisfactory agreement, this Commission will, if desired, lend its good offices, as an advisory board, towards the just adjustment of such differences. This is in compliance with the request of the Mayor that "the Commission act in an advisory capacity in regard to those incidental matters over which it has no direct control."

Informally, and solely because of the request of the Mayor, "that such recommendations be made to the City of Pittsburgh as may seem proper and just to the Commission," do we presume to make any suggestions to that municipality. But because of that request, and of our earnest desire to do all we can to promote the welfare and advancement of that great community, while at the same time maintaining the corporate rights and privilges of its important traction interests, we now suggest that the City fully and carefully consider the enlargement of the gateways to its terminal district; the widening and opening of streets; the regulation of the street traffic; the improvement of the surface of the streets; the elimination of grade crossings of steam railroads, and the grant, upon reasonable terms, to the Railways Company of the franchise rights necessary to enable that Company to operate successfully and advantageously the number of cars required to properly meet the constantly increasing demand for its service. This suggestion we also proffer to all the adjacent municipalties, since their interests are inseparably "inter-related and bound together" with those of the City of Pittsburgh. Our recommendations to the Railways Company include a provision that it submit to the different municipal authorities requests for such additional franchise privileges as it deems necessary for the complete fulfillment of its every duty, which requests, we trust, will meet with reasonable and prompt consideration and be disposed of

amicably and justly, and to the ultimate benefit of all. The suggestions of Mr. Swensson may well be taken as reasons for and a guide to a wise and proper solution of these matters. They should be approached and considered and settled in a broad public spirit and with a desire only to best subserve all the interested parties; and not as an opportunity for penalties and reprisals. The past is gone; let all now have regard only for the future.

Many of the suggestions, and some of the important recommendations, contained in our expert's report have been endorsed with the approval of the Company; and on the other hand, some of them are declared to be impracticable at this time, while still others are said to be impossible of realization.

We have herein already stated our position as to the organization and internal affairs of the Railways Company, but, apart from that and the specific recommendations we now make, the Commission desires that Company to give serious consideration of all of Mr. Swensson's suggestions with a determined purpose to put them into effect so far as the practical experience of its officers demonstrates that they are likely to prove of any substantial advantage to the public.

And now on this 23rd day of June, 1910, the Commission hereby issues the following

RECOMMENDATIONS.

1. That 50 additional closed motor cars of 56-seat capacity be ordered at once for delivery as speedily as possible.

2. That all cars be distributed over practicable routes according to the amount of travel, and during rush hours be scheduled to meet so far as possible the demands thereof; and that, outside of the morning and evening rush hours, a sufficient number of cars be run on all routes to accommodate the travel comfortably.

3. That hereafter there be annual additions to the rolling stock amply sufficient to provide for any increase in travel and to supply the loss from wear and tear.

4. That so far as the character of the various routes permits and the travel thereon requires, and as the wear and tear of the rolling stock demands its renewal, the old 28-seat cars should be replaced by the 56-seat or other equally good large type of cars.

5. That routing and re-routing and the operation of short runs should be carefully studied and, from time to time, experimented with, as the city, the other municipalities concerned, and the Company may find advisable and practicable, until the best arrangement thereof is determined, and that thereupon publication be made of the several routes and the services thereon for the convenient information and guidance of the patrons, and that wherever now practicable, or hereafter rendered so, the terminal loops be shortened, the number of stops thereon decreased and the crossings of loops by each other avoided.

6. That all cars be regularly and thoroughly cleaned both inside and outside each day, with such additional cleaning during the day as the circumstances demand and

10. That the endeavor to eliminate grade crossings of steam railroads be pros be required.

7. That the roadbed be maintained in first-class condition, and that the power plants be made sufficient for every demand.

8. That persistent endeavor be made to keep the cars on schedule time. This is regarded as very important.

9. That the Company promptly determine the additional franchise privileges it regards as necessary for the most satisfactory and efficient service, and then make application to the respective municipal authorities for the grant thereof, and persist in efforts to obtain the same until a definite conclusion is reached.
permit, and that ample provision be made for prompt and full repairs as they may ecuted vigorously.

11. That proper and adequate provision be made for the storage of cars near the terminal district, so that the cars can be readily run in for short trips and for the rush hour service.

No. 126.

CORRY HIDE AND FUR COMPANY vs. NEW YORK CENTRAL AND HUDSON RIVER RAILROAD.

This was a complaint alleging that the rates on hides and furs from points on the Pennsylvania Division of respondent's line to Corry, Penna., were excessive, the specific instance given being a charge of seventy-one cents (71c) for the carriage of a single hide from Gassam Station, Clearfield County, to Corry. It is further alleged that the respondent's rates in the same territory to Corry were not in line with rates in the same territory to points in New York State where competitors in business were located, nor in line with rates to Erie, Penna., although Corry was nearer to the point of origin than any of the other places indicated.

The answer of the respondent company was that there were no joint through rates from points on its Pennsylvania Division to Corry, Penna., and that the shipment which was the subject of complaint moved via the line of respondent company and of the Erie Railroad Company to destination. It was further pointed out that if the shipments had not been routed by the shipper to take Erie Railroad delivery at destination the same would have moved via respondent's line and the Pennsylvania Railroad, and at a lower rate. Respondent further stated that it never had any application from the complainant for the issue of joint rates, but would take the matter up and if a business of sufficient extent to warrant the issue of such rates was in prospect the same would be granted.

The Commission thereupon advised the complainant to communicate direct with the railroad company, at the same time sending a copy of respondent's communication.

Several months later complainant again brought this matter to the attention of the Commission, alleging that no action had been taken by the respondent to put in force through joint rates. Respondent replied that the work was progressing as rapidly as possible.

The Commission was advised by the respondent that class rates from their Beech Creek district west of Jersey Shore to Corry, Penna., have been issued, and as the same satisfied the complainant, the case was marked closed.

No. 186.

LOYALSOCK IMPROVEMENT COMPANY vs. ADAMS EXPRESS COMPANY. UNITED STATES EXPRESS COMPANY. AMERICAN EXPRESS COMPANY.

The complaint was the result of refusal on the part of the respondents to pick up and deliver express matter in that portion of Vallamont—a residential section of Loyalstock Township, Lycoming County, bound on the north by Hawthorn Avenue, west by Prospect Terrace and south and east by the Williamsport city line—the respondents confining their pick up and delivery service to the city limits.

Data furnished the Commission was to the effect that the entire express business, both inbound and outbound, of this territory amounted to an aggregate for all of the respondent Companies of less than $240.00 per annum and that to render this service would cost two of these companies $840.00 each for the same period. It was therefore apparent to the Commission that it would not be justified in making the recommendation the complainants asked. The complaint was, therefore, dismissed.

No. 191.

O. S. WILLIAMS vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant alleged excessive charges on carload shipment of lime from Hughesville to Canton, Penna., the rate being 12 cents per 100 pounds, and advised the Commission that shipment could have been made of this same commodity from the said point of origin, to wit: Hughesville to Wheelerville on the Susquehanna and New York Railroad—about the same distance at approximately sixty per cent. less cost.

After a consideration of the facts in the case, the Commission advised the respondent Company as follows:

> "It is the judgment of the Commission that the joint sixth class rate over the P. & R. and P. R. R. lines from Halls to Canton should not exceed ten cents per hundred pounds. Any charge above that is excessive and therefore a refund in this case on account of such excessive charge of two cents per one hundred pounds should be made to the complainant."

In compliance with this recommendation, settlement was made on the basis of 10 cents per 100 pounds, and the case was closed.

No. 199.

SENATE RESOLUTION vs. PHILADELPHIA & READING RAILWAY COMPANY.

Pursuant to the resolution introduced by Hon. Chas. A. Snyder, of Schuylkill County, and adopted by the Senate of Pennsylvania at the session of 1909—which resolution called for an investigation of the passenger service and equipment on certain branches of the Philadelphia and Reading Railway—the Commission has made a careful and most exhaustive inquiry into the subject.

As the result of this investigation, which included numerous conferences and considerable correspondence with the author of the resolution and respondent, together with personal inspections by representatives of the Commission, the service complained of has been materially improved showing a justification for the introduction of the resolution, and at the same time a willingness on the part of the respondent to comply with reasonable recommendations.

During the investigation numerous and varied suggestions were made by the parties interested respecting a revision of schedules, and while some of them could be and were readily adopted, many were found to be impracticable, or would have operated to the inconvience of the greatest number of travelers.

In compliance with the recommendation of the Commission, the service on the Schuylkill & Susquehanna branch of the respondent's line was improved on August 9th, 1910. Prior to this time the service consisted of one mixed freight and passenger train daily between Auburn and Harrisburg. The schedule was enlarged by the addition of a first-class train (that is one with no freight cars attached), and consequently the patrons between these points are now provided with adequate accommodations. In connection with this service the Commission considered the practicability of running a through train between Harrisburg and Pottsville, but no plan could be found that would not either interfere with the heavy freight shipments on the main line between Auburn and Pottsville, or disarrange satisfactory schedules affecting other localities.

The investigation developed that there was no service between Pottsville and points north of the mountain between 7.00 A. M. and 1.30 P. M., and the Commission brought this fact to the attention of the respondent with the recommendation that an additional train be run between these hours, which recommendation has been complied with.

Additional service has also been provided between New York and Harrisburg passing through Easton, Allentown, Reading, Wernersville and Lebanon by the installation of a fast express train leaving the former point at 8.50 A. M. and arriving at the latter at 1.40 P. M., and returning leaving Harrisburg at 4.35 P. M. and arriving at New York at 9.35 P. M.

The complainant's contention for better facilities between Pottsville and Harrisburg, via Reading, was met by the respondent submitting figures showing the extent of the traffic between these points. Data compiled for August 1909 was to the effect that 296 passengers were carried in both directions, or less than ten passengers a day. During September of the same year the daily average was less than seven passengers, and during October the daily average was six passengers. This traffic represented seven trains each way daily.

For the month of October 1910, the record of the travel between Harrisburg and Pottsville, as furnished by the respondent, is as follows:

Harrisburg to Pottsville, via Reading:

Trip tickets,	99½
Excursion tickets,	11
Add return of excursion tickets sold at Pottsville,	25
Via Auburn, S. & S. Br. trip tickets,	11
	146½

Approximate daily average 4 7-10 passengers.

Pottsville to Harrisburg, via Reading:

Trip tickets,	93
Excursion tickets,	25
Add return of excursion tickets sold at Harrisburg,	11
	129

Approximate daily average 4 2-10 passengers.

The train service in effect November 27th, 1910, is herewith enclosed.

TRAIN SERVICE—IN EFFECT NOV. 27, 1910.

POTTSVILLE TO HARRISBURG.

Pottsville.	Auburn.		Reading.		Harrisburg.	
Leave.	Arrive.	Leave.	Arrive.	Leave.	Arrive.	
3.45 A M			4.45 A M	4.50 A M	7.05 A M	Via L. V. Br.
5.40 A M			6.50 A M	7.00 A M	8.51 A. M	Via L. V. Br.
7.05 A M	7.21 A M	8.05 A M			10.30 A M	Via S. & S. Br.
8.35 A M			9.20 A M	10.11 A M	11.45 A M	Via L. V. Br.
8.50 A M			10.00 A M			
11.17 A M	11.35 A M	11.40 A M			3.33 P M	Via S. & S. Br.
11.17 A M			12.13 P M	12.25 P M	1.40 P M	Via L. V. Br.
1.50 P M			2.55 P M	3.10 P M	4.40 P M	Via L. V. Br.
4.25 P M			5.43 P M	5.55 P M	7.10 P M	Via L. V. Br.
5.05 P M			5.50 P M			
7.30 P M			8.26 P M	8.40 P M	10.10 P M	Via L. V. Br.

HARRISBURG TO POTTSVILLE.

Harrisburg.	Reading.		Auburn.		Pottsville.	
Leave.	Arrive.	Leave.	Arrive.	Leave.	Arrive.	
4.50 A M	6.40 A M	7.00 A M			8.25 A M	Via L. V. Br.
6.50 A M			11.03 A M	11.12 A M	11.35 A M	Via S. & S. Br.
8.00 A M	9.17 A M	10.06 A M			11.02 A M	Via L. V. Br.
10.30 A M	12.05 P M	12.24 P M			1.27 P M	Via L. V. Br.
12.55 P M	2.45 P M	3.10 P M			4.06 P M	Via L. V. Br.
4.25 P M			6.41 P M	6.49 P M	7.09 P M	Via S. & S. Br.
4.35 P M	5.50 P M	5.55 P M			6.45 P M	Via L. V. Br.
6.25 P M	8.18 P M	8.40 P M			9.44 P M	Via L. V. Br.

An allegation in the complaint concerns the sanitary condition of some of the rolling stock of the respondent. It was found that many of the older cars did not conform to the modern type of coaches, and, therefore, were not as clean or attractive in appearance as the latter. In this respect the respondent assures the Commission that the old cars will shortly be supplanted by a modern style, that the contract for the same has been awarded, and that deliveries are now being made.

No. 204.

COPLAY CEMENT MANUFACTURING COMPANY vs. LEHIGH VALLEY RAILROAD COMPANY.

From collieries in the Lehigh, Schuylkill and Wyoming regions to Hokendauqua, Catasauqua, Allentown, South Bethlehem and adjoining towns, the Lehigh Valley Railroad Company, by tariff issued December 8th, 1905, made a special rate on anthracite coal when consigned to blast furnaces, rolling mills and foundries having their own sidings and dumping facilities, and when the same was to be used for smelting purposes. The rates on anthracite coal when consigned to other manufacturers at the same point were greater. The complainant in this case was a manufacturer of cement at Coplay, Penna., and purchased about 50,000 tons of anthracite coal, buckwheat size, per annum. Coplay is situated nearer the mines than Hokendauqua. Rate from anthracite mines to Hokendauqua for blast furnace use, 55c per ton; rate on same size anthracite from mines to Coplay, a shorter haul, 90c per ton. Complainant alleged that this was a discrimination and a violation of the provisions of the Constitution of Pennsylvania, as well as the Act of Assembly pursuant thereto.

In answer, respondent stated that the low rate on anthracite coal from the mines to furnaces in the Lehigh district had been placed in effect for the purpose of enabling such furnaces to compete with furnaces in the Pittsburg district, as well as for the purpose of conserving such industries located along its railroad; that such rates were first placed in effect 1880, applying to all sizes, but that in 1899 the low rates were made effective only for pea, buckwheat and culm sizes, such sizes being used exclusively for smelting furnaces. It was denied that there was any discrimination against complainant, respondent alleging that complainant paid the same rate on his coal as other manufacturers of cement located an equal or further distance from mines. Also that complainant was in no sense in competition with any of the manufacturing interests enjoying the low rate, nor had complainant's business suffered because of the higher rate. Further, that the circumstances and conditions surrounding the rates to furnaces were in no way applicable to coal traffic between the mines and cement plants. And, finally, that if the rates applicable to the furnaces in the Lehigh district were to be made applicable to cement plants, there would be no adequate reason for refusing to readjust all rates on anthracite coal to all consumers in the territory, thus rendering the traffic unremunerative.

The Commission called the attention of the respondent to the fact that in its answer it had not discussed the application of the long and short haul clause of the Constitution, or the Act of May 31st, 1907, P. L. 354, to this situation.

In answer, the respondent set forth that it had not discussed the long and short haul clause of the Act of May 31st, 1907, P. L. 354, because it did not consider that clause as pertaining to the issue involved, pointing out that the Act referred to was enacted to carry into effect the third section of Article 17 of the Constitution

of Pennsylvania adopted in 1874; respondent held that the Lehigh Valley Railroad Company, having been incorporated prior to 1874, and not having accepted the Constitution of 1874, was not bound by Acts of the Legislature since 1874 passed expressly for the purpose of making effective a clause in that Constitution. Respondent further stated that its practice was not in violation of the long and short haul act contending that a proper interpretation of said act would make its terms applicable only under substantially similar circumstances and conditions. Respondent further contended that the Act in question should be construed in the same manner as the Interstate Commerce Act on the same subject had been construed, because of the economic features of the matter; that is, to the effect that competition existing at more distant points in respect to any class of traffic is a valid reason for charging more for the shorter than for the longer haul. Commission directed that a hearing be held in this matter but same was not held, all parties agreeing that the taking of testimony was not necessary and desiring to submit the complaint to the Commission in briefs.

OPINION AND RECOMMENDATION OF THE COMMISSION.

The complainant is a large manufacturer of Portland Cement at Coplay, Penna., on the line of respondent's railroad and consumes annually from forty to fifty thousand tons of coal at its works. This coal is shipped in over the respondent's railroad from collieries in the Lehigh Coal region, a distance of a little less than twenty-two miles, at a transportation cost of ninety cents per ton; and the basis of this complaint is that the respondent carries exactly the same grade of coal from the same collieries in the same direction to more distant points, as, for example, to furnaces at Hokendauqua, Allentown and South Bethlehem, respectively three-fourths of a mile, six miles and eleven miles farther from the mines, for fifty-five, fifty-eight and sixty cents per ton respectively. There is no dispute as to these facts, and the complainant insists that there is thus established a plain violation by the respondent of the principles of the common law, and of the provisions of the Act of May 31st, 1907 (P. L. 354), passed to carry into effect Section III of Article XVII of the Constitution of this Commonwealth.

To these charges the Railroad company replies that a greater charge for a short than for a longer haul is not violative of the common law; that it is justified in making a smaller charge for the longer hauls in this case because at most of the more distant points it is brought into active competition with the Central Railroad of New Jersey, and because the coal is there used for smelting purposes by blast furnaces, rolling mills and founderies for which purposes and to which industries the tariffs complained of are limited; that it is not subject to the provisions of the Act of 1907, or the Section of the Constitution it seeks to enforce, because it was incorporated long prior to the Constitution of 1874 and has never accepted its provisions nor any legislation since its adoption; that its charter confers rights with respect to rates which legislature cannot alter, restrict or amend; that even if it were subject to said constitutional provision and the Act of 1907, yet recognized economic conditions and necessities of railroad traffic require that those laws be so construed as to admit of exceptions to their application, and as if embracing an "under substantially similar circumstances and conditions" clause; that coal, shipped to the blast furnaces, etc., is not of the same "class" as that to the cement works, because it is not used for the same manufacture, and the rates given those furnaces, etc., help to maintain them in competition with those in the Pittsburgh section; and, finally, that to construe the Act of 1907 otherwise than as above indicated makes it violative of the Constitution of the United States in that it would deprive railroad companies of their property without due process of law.

The counsel in this case have submitted very elaborate and most excellent briefs, and, as indicated above, have raised a number of questions, but, as we view the case, the only question for our determinations is whether the respondent is amendable to the provisions of said Act of May 31st, 1907. The meaning and purpose of that Act we consider so simple and plain that it admits of no legitimate construction contrary to the ordinary purport and meaning of its own language. It is an exact copy of the constitutional provision it seeks to enforce, and that was framed with great deliberation by a learned body of eminent men. What some of those gentlemen may have said in the convention as to their views of this clause, its meaning to them or how they thought it should be interpreted, can not control against its very clear and generally accepted meaning and purpose. Moreover, it is neither the province of this Commission to interpolate words into an Act of Assembly, nor to pronounce it unconstitutional where any legitimate doubt of that fact exists. These are matters for the Courts.

So we take the long and short haul clause of the Act of 1907 to mean exactly what it says, no more, no less; and, since the respondent admits that it does charge more for a short haul of exactly the same kind of coal from the same mines than for a longer haul in the same direction, we must ascertain whether the respondent is subject to that Act, in order to determine whether its conduct is "in violation of any provision of law" calling for a recommendation by this Commission.

And it may be stated just here that the effort to make a distinction as to the "class" of the freight taken to the furnaces, etc., and that carried to the cement works, on the ground of a difference in the material manufactured by its use, does not impress us. Exactly the same kind of coal from the same mines is carried in both cases, and in one case it is used to smelt limestone and iron ore, and in the other to smelt limestone and argillaceous rock. How then can it be said reasonably that the coal carried to the different works is not of "the same class?" As well might it be said that the same grade of coal becomes a different class when used in a stove from what it is when used in a grate, or when used in a store from what it is when used in a dwelling.

The respondent was incorporated as the Delaware, Lehigh, Schuylkill and Susquehanna Railroad Company on September 20th, 1847, under a statute of April 21st, 1846, authorizing such incorporating, and by a supplement of January 7th, 1853, the name was changed to Lehigh Valley Railroad Company. Said Act of 1846 provided, interalia, (Sec. 21) "and the said company is hereby authorized to charge and take toll for freight and transportation of passengers, goods, wares, merchandise and minerals, at rates as follows, to wit: On goods, wares merchandise, property or minerals transported on said railroad, or any finished part thereof, any sum not exceeing one and a half cents per ton per mile for toll, and one and one-half cents per ton per mile for transportation," and (Sec. 27) "if the said company shall misuse or abuse any of the privileges hereby granted, the legislature may resume all and singular rights and privileges herby granted to the said corporation." Then by Section 3 of the Act of March 8th, 1856, the respondent company was given "all the rights, powers and privileges" and made "subject to all the restrictions, provisions and liabilities" of the Act of February 19th, 1849, and the Act of April 21st, 1846, but not its supplements, was repealed.

This legislation left the existence of the corporation somewhat equivocal, so by Act of April 16th, 1857, it was provided "That the third section of the Act entitled, etc., approved March 8th, 1856, shall not be so construed as in any manner to impair the corporate rights and franchises of the Lehigh Valley Railroad Company; provided, that nothing in this Act shall be so construed as in any way granting to said company any privileges conflicting with the Act of February 19th, 1849, entitled "An Act regulating railroad companies."

Section 20 of said Act of 1849 provides "That if any company incorporated as aforesaid shall at any time misuse or abuse any of the privileges granted by this Act, or by the Special Act of incorporation, the Legislature may revoke all and singular the rights and privileges so granted to such company; and the Legislature hereby reserves the power to resume, alter or amend any charter granted under this Act, and take for public use any road constructed in pursuance of such charter; provided, that in resuming, altering or amending said charter no injustice shall be done to the corporators, and that in taking such roads for public use full compensation shall be made to the stockholders."

The foregoing is all the legislation called to our attention that is pertinent to this inquiry. If the respondent is subject, therefore, to the provisions of the Act of 1907, it must be in consequence of the in-part cited Acts of March 8th, 1856, and April 16th, 1857, and of said Section 20 of the Act of 1849, for it was incorporated prior to the existence of any constitutional or legislative provision for the amendment of charters, and the Act of 1846 authorizing its incorporation contains no such provision. What, then, is the status of the respondent under the aforesaid legislation?

The Act of March 8th, 1856, as we have seen, expressly subjects the respondent "to all the restrictions, provisions and liabilities" of the Act of 1849, and in Section 20 of the Act of 1849 "the Legislature hereby reserves the power to resume, alter or amend any charter granted under this Act." It hardly seems questionable that the respondent's charter thus was made subject to amendment the same as if the company had originally been chartered under the Act of 1849.

Then the Act of April 10th, 1857, was passed, directing that the third section of said Act of 1856, which subjects the respondent to the restrictions, &c., of the Act of 1849, "shall not be so construed as in any manner to impair the corporate rights and franchises of the Lehigh Valley Railroad Company, provided that nothing in this Act shall be so construed as in any way granting to said company any privilege conflicting with the Act of February 19th 1849."

Considering these several Acts together it seems quite clear that the object of the Act of 1856 was to place the respondent company in the exact situation of a company chartered under the Act of 1849; that in doing this a step too far was taken by repealing the Act of 1846, and thus destroying the only authority for the respondent's corporate existence; and that to remedy this error the Act of 1857 was passed. The effect of this Act of 1857 was to revive the corporate existence of the company, but not to relieve it from subjection to "all the restrictions, provisions and liabilities" of the Act of 1849, any more than to deprive it of "all the rights, powers and privileges" thereof, as imposed and conferred on it by the Act of 1856. And so careful was the Legislature to maintain this status of the Company that the proviso aforesaid was added. Unless the respondent has the benefit, by virtue of the Act of 1856, of "all the rights, powers and privileges" of the Act of 1849, it has no authority for the freight charges complained of in this case, for they greatly exceed those prescribed by the Act of 1846. And if it thus obtains authority for such charges, it in like manner is subjected to all the "restrictions, provisions and liabilities" of the Act of 1849.

The conclusion then is that the respondent company is subject to "all the restrictions, provisions and liabilities" of the Act of February 19th, 1849, and that its charter is subject to alteration or amendment according to the provisions of Section 20 of that Act.

But, says the respondent, even if this be true, that Section only provides for alteration or amendment of the charter in case of misuse or abuse by the Company of its privileges, for that provision in the first clause of the Section must be read with and through all the clauses of that Section. This position is not

regarded as sound. The first clause provides a drastic penalty for an offense; but the subsequent clauses only make provision for desirable changes, and in making them protects the corporators and stockholders.

And the provision that "in resuming, altering or amending said charter no injustice shall be done to the *corporators*" strikes us as intended rather to protect the original projectors in the inception and early stages of the enterprise when any legislative action of a special and serious character is more probable and liable to be more injurious, than to ordinary general legislation. This view is strengthened by the following clause providing for compensation "To the *stockholders*" when a road is taken for public use. A distinction is thus made between corporators and stockholders, and, presumably, intentionally and correctly. In any event the presumption as to legislation is that it is beneficial and works no injustice, and in this case no allegation to the contrary has been made.

The authorities cited by the respondent in support of the contention that, by reason of its earlier incorporation, it is not subject to the provisions of the Constitution of 1874 and of the Act of May 31st, 1907, decide only that the charters of corporations in existence at the adoption of the new Constitution, and in which no power to amend, etc., is reserved, are not altered by that instrument. And this is held to be the case even although these charters may be held subject to the Act of May 3rd, 1855, and to the constitutional amendment of 1857, both of which only provide for the alteration, etc., of charters that "may be injurious to the citizens of the Commonwealth." But we have been referred to no case, nor have we discovered any, which decides that a charter of a corporation expressly made subject to amendment, as are the charters granted under said Act of February 19th, 1849, is not altered by subsequent general and pertinent legislation.

On the contrary, in Monongahela Navigation Company vs. Coon, 6 Pa., 379, it is declared that, where a corporation has accepted an amendment to its charter in which the legislature reserves the power "to alter, amend or annul the said charter of said company, at any time thereafter, in such manner that no injustice be done to the said corporation," thereby "the company surrendered the inviolability of its contract to the discretion of the legislaure."

And in L. & N. R. R. Co. vs. Kentucky, 183 U. S., 503, a provision of the Kentucky Constitution of 1891 was enforced against the Railroad Company because its charter is held subject to an alteration, etc., clause in the Act of 1856.

The principles enunciated in these cases are very pertinent to the case before us.

It appears, therefore, that by virtue of the respondent company subjection to the Act of February 19th, 1849, its charter rights and privileges are so subject to amendment as to make the Act of May 31st, 1907, prescribing, inter alia, that "persons and property transported over any railroad be delivered at any station at charges not exceeding the charges for transportation of persons and property of the same class, in the same direction, to any more distant station," applicable to and obligatory upon it.

And the action of the respondent in charging the Coplay Cement Manufacturing Company more for transporting to it, at Coplay, Penna., pea, buckwheat and culm coal from collieries in the Lehigh coal region, than it has been charging other persons and corporations for transporting the same grade of coal from the same collieries in the same direction to more distant stations, is contrary to the provisions of said Act of May 31st, 1907, and we, therefore, now make the following

RECOMMENDATION

It hereby recommended that the Lehigh Valley Railroad Company so amend its tariff rates and charges for the transportation of pea, buckwheat and culm coal from collieries in the Lehigh region to Coplay, Hokendauqua, Allentown and South Bethlehem, Penna., and adjacent points, as to make them conform to the provisions of the Act of May 31st, 1907, (P. L. 354).

No. 231.

JOHN A. STANTON vs. PENNSYLVANIA RAILROAD COMPANY.

The complainant notified the Commission that the Pennsylvania Railroad Company had discontinued the stopping of trains Nos. 101 and 108 at New Stanton and Ruffsdale, and presented therewith a petition requesting the Commission to recommend a revision of the schedule.

The Commission thoroughly investigated the matter which included a personal observation and examination of conditions along the entire route traversed by these trains, and then decided that the greater demand is for the faster service now afforded by the trains in question, and the failure of the Railroad Company to meet this demand would be a greater injustice to the patrons of the road than is the refusal to stop the trains in accordance with the petition.

The complaint was, therefore, dismissed.

No. 240.

JAMES B. SMAIL et al. vs. PENNSYLVANIA RAILROAD COMPANY.

This complaint had its inception in a letter filed by James B. Smail, Burgess of the town of Leechburg, situated on the Western Pennsylvania Division of the Pennsylvania Railroad; by Samuel T. Shoff, Chairman of the Council; and by G. B. Fiscus, Chairman of the Merchants Association, setting forth that in 1904 a flood in the Kiskiminetas River washed away the railroad bridge at the eastern end of the town, which bridge had heretofore formed a part of the Railroad Company's line passing through Leechburg, on which line in that town the passenger station was located. The letter of the complainants further set forth that the bridge above referred to had never been rebuilt, and that in lieu of the station facilities formerly afforded to Leechburg, the railroad company had built a new station on the south side of the Kiskiminetas River on what is known as the Leechburg cut-off, which has, since the cutting of the railroad company's through line by the destruction of the bridge already mentioned, been operated as the main line of the respondent company; that the people of Leechburg in most instances lived half a mile or more from the new station; and that in order to reach or to depart from the station, a long flight of dangerous stairs had to be traversed at the far end of the county highway bridge spanning the Kiskiminetas River.

The answer of the railroad company set forth that their bridge east of the town of Leechburg was first washed out by a flood in 1889, and again, as stated by the complainants, in 1904, and that since the latter date the passenger trains, which formerly crossed the river at the eastern and western ends of the town stopping at the passenger station in the town, have been run over the main line tracks on the south side of the river, and a new and commmodious station has been constructed there for the accommodation of their patrons. The railroad company further claimed that to move trains over the old route would not only require the re-building of the bridge, which had been destroyed, but would require the laying of additional tracks through the town of Leechburg and would necessitate the movement of all eastbound trains over the westbound track at the eastern and western connections with the Leechburg Cut-off; that the company's right of way through Leechburg was narrow and abounded in sharp curves flanked by buildings which obscured a proper view of the track; and that these operating conditions would result in danger to the public and delays to traffic. It was further claimed by the railroad company that adequate facilities were now being furnished to the citizens of Leechburg, since the new station is but 1,500 feet from the site of the former passenger station, and is for many of the citizens of Leechburg quite as convenient of access as the old passenger station was. The railroad company further set forth that the movement of passenger trains over the old route would mean the rebuilding of a bridge which had been twice washed out by floods within a period of fifteen years, and that the railroad company would lose the benefit of the station improvements on the south side of the river, which had been provided at considerable expense.

With the statements of both parties to the complaint thus before the Commission, it was clear that a personal inspection of the facilities in question would be necessary to a satisfactory understanding of the situation. At this inspection the complainants and a number of citizens of Leechburg, as well as the representatives of the Railroad Company, were present, and a careful survey was made of the conditions existing at that time. As a result of the inspection the Commission was inclined to the opinion that the conditions which prevailed at the time of their visit to Leechburg could not be considered satisfactory, and a further hearing of the parties was had in the offices of the Commission. Thereafter a special request was made by the Burgess of Leechburg that the decision of the Commission be withheld until some further information could be submitted in behalf of the Complainant, which doubtless referred to a petition subsequently filed bearing the signatures of five hundred and fourteen persons, and claiming that the present "depot service of the Company at Leechburg is inconvenient, unsatisfactory and burdensome to the travelling public."

On the other hand a petition, numerously signed by citizens of Gosserville, Hillville and Deronda and adjacent territory in Westmoreland County at the south side of the river, was filed with the Commission, protesting against the proposed removal of the station from the south side of its former location in Leechburg, and praying that the station be allowed to remain as at present situated.

Separate petitions signed by the citizens of Vandergrift, Blairsville and vicinity, and Avonmore and vicinity, were also filed, praying that the Railroad Company should not be required to operate its passenger trains into Leechburg Borough without reestablishing the connection by rebuilding the bridge at the eastern end of the town, on the ground that the delay which would be occasioned by such operation would cause inconvenience to all of the patrons of the Railroad Company's passenger service in order to save the alleged inconvenience which may be occasioned to the residents of Leechburg by the present mode of operation.

It appears that the location of the line through Leechburg was a satisfactory one until the increasing business of that part of the respondent's railroad system made it necessary to double-track that division, when a new location following the south bank of the river, and avoiding the movement of trains through the town, was agreed upon. The passenger station building, as it exists at present, seems to be entirely adequate for the requirements of the Railroad Company's patrons. The bridge across the Kiskiminetas River is a substantial structure not over seven hundred feet in length built at the joint expense of the two counties which it serves, and the approaches thereto, built at the expense of the Railroad Company, are of sufficient width and easy grades.

With all the facts, as thus above outlined, before it, the Commission did not feel that, taking into consideration the operating difficulties, and having due regard for the traffic needs of the populous and rapidly growing manufacturing district which the respondent Company serves in the neighborhood of Leechburg, it would be justified in recommending the restoration of passenger service at the old passenger station of the respondent Company in the town of Leechburg, which would mean the abandonment of the present new passenger station on the south side of the river, the rebuilding at great expense of a bridge twice destroyed by flood, the operation of the passenger trains on a contracted and congested roadway through the Borough, and the danger and interference with operations on the south side of the river which would result from the repeated crossing of the westbound main line tracks by the eastbound passenger trains; or, if the bridge were not rebuilt, the service desired by the Complainants would have to be furnished by backing the westbound trains into the town and the eastbound trains out of it, thus increasing the danger of operation and occasioning the delays against which other patrons of the road have protested.

The Commission was not, however, satisfied with the condition of the connections between the south end of the bridge and the present station, which consisted at the time of the Commission's inspection of a steep open stairway and a graded roadway in bad condition. At the suggestion of the Commission, the Railroad Company proceeded to improve these approaches by rebuilding the stairs, and covering the same so as both to afford shelter to those who use them and to prevent inclement weather from making the surface of the steps dangerous. A graded walk, having a width of six feet, and a grade not exceeding 9 per cent., properly protected by granolithic curb and a rail, has also been provided for the use of those patrons who cannot conveniently use the stairs, and these improvements having been inspected by the Commission have met with their approval.

The Commission is of the opinion that the passenger station facilities, furnished by the Pennsylvania Railroad Company at Leechburg as now arranged are adequate for the present needs of the community, and afford the patrons of the Railroad Company, at that point, reasonably convenient accommodations, and as the suggested improvements have been made, the Commission is not disposed to make further recommendation in this case, which is now, therefore, dismissed.

No. 246.

CONSOLIDATED TELEPHONE COMPANIES OF PENNSYLVANIA vs. BELL TELEPHONE COMPANY OF PENNSYLVANIA. SLATE BELT TELEPHONE AND TELEGRAPH COMPANY.

The complainant in this case originally instituted proceedings against the respondent companies before the Attorney General and by that official it was transmitted to this Commission.

After a consideration of the various briefs and other papers relating to the case, and after a hearing had been held at which testimony was taken, the Commission rendered the following opinion, together with a history of the case:—

All the parties to this controversy are Pennsylvania corporations, and for the sake or brevity will be herein designated respectively as the Consolidated, the Slate Belt and Bell Companies.

Since 1900 the Lehigh Telephone Company of Allentown and the Slate Bell Telephone Company of Slatington, hereinafter called the Lehigh Company and the Slatington Companies, respectively, have been consolidated with the Consolidated Company.

The Consolidated Company with its connections operates quite extensively in Eastern Pennsylvania and New Jersey, but has no lines in the territory of the Slate Belt Company, the operations of which are confined to Northampton County, with a short line running into a corner of Monroe County. The wide extent of the territory covered by the lines of the Bell Company and its connections is well known, and it is unnecessary here to say more than that it was, prior to the occurence of the matters here complained of, and still is, a competitor with the Slate Belt Company in Northampton County.

In December, 1900, the Slate Belt Company entered into an agreement with said Lehigh and Slatington Companies for a connection of their lines and an exchange of business, etc., said traffic agreement to continue for the period of five years, and thereafter until terminated by a thirty days prior notice.

In January, 1899, the Slate Belt Company made a twenty year agreement with the New Jersey and Pennsylvania Telephone Company, hereinafter called the New Jersey Company, whereby the former company and its patrons are at liberty to connect and communicate with the second party and its patrons in Easton, Pennsylvania, and Philipsburg, New Jersey, without charge and vice versa. This agreement is still in force and operation, and by foreclosure and reorganization the Consolidated Company has succeeded to the rights of the New Jersey Company thereunder.

On May 25th, 1909, the Slate Belt and Bell Companies entered into a written contract for a connection of their lines and an inter-change of business, terminable at the option of either party during a period of ten years by written notice to that effect, and after said ten year period by six months such notice. The important provision in this contract is that "the Slate Belt Company will not during the period of this agreement, until it does thus terminate the same, connect with any telephone system other than those covered by this agreement, or do the things the Bell Telephone Company undertakes to do outside of the Slate Belt Company's territory * * * * without the consent in writing of the Bell Company first having been obtained." A supplemental agreement saves to the Slate Belt

Company the right to fulfill the aforesaid agreement with the New Jersey Company. In consequence of this agreement with the Bell Company the Slate Belt Company then availed itself of its right under the terms of its agreement with the Lehigh and Slatington Companies and terminated that agreement after thirty days' notice, about July 13th, 1909.

The termination of this agreement and the provision quoted from the contract with the Bell Company form the basis of this complaint, in which it is alleged that said agreement of 1900 provided competitive service in the Slate Belt Company territory with the Bell Company lines which the contract with the latter company destroys, and that thus the Slate Belt Company is prevented from performing its public duties, and that said contract is, therefore, illegal and in violation of the Constitution and Laws of this Commonwealth. For these reasons the Commission is asked to take appropriate action to redress the alleged injury and prevent a continuance of the alleged constitutional and statutory violations by the respondents, or either of them.

By the termination of the agreement of 1900 with complainant companies, those companies and their subscribers, except in Easton and Phillipsburg, have no connection with the Slate Belt territory, but can communicate therewith over the Bell Company lines. By the Slate Belt-Bell contract both of these companies and their subscribers have direct connection with all points in the territory of both, thus including practically all territory, if not quite every particular community, reached by the Consolidated Company lines. The change thus effected in the situation is beneficial to the patrons of both the Slate Belt Company and the Bell Company, but undoubtedly an inconvenience if not an actual injury to the subscribers of the Consolidated Company. It some localities it is also prejudical to the public, since at those points which are in the territory of both the Consolidated and Bell Companies the former made a charge of ten cents for a five minute service over its lines to points in the Slate Belt Territory, while for the same service the Bell Company's charge is fifteen cents. These were the respective rates during the continuance of the agreement of 1909 with the Consolidated Companies, and, of, course, gave the public the option of the service by either the Consolidated or Bell Line, but now no such option is afforded and the rate is at the higher figure.

At all times the Slate Belt Company has been a competitor of the Bell Company within the territory reached by the lines of both companies, and the aforesaid contract has made no change in this respect. Within its own territory the Slate Belt Company remains as distinct and separate and independent and competitive as ever. It has merely exchanged the Consolidated Companies for the Bell Company in extra territorial service, nothing more. But the Consolidated Company complains of this because it, the Consolidated Company, is a competitor of the Bell Company. If this were a sufficient and valid ground for abrogating that contract, why would it not suffice also for the annulment of any such contract with the Consolidated Company upon complaint by the Bell Company, a competitor of the Consolidated Company? It is a poor rule which works only one way.

The allegation that the Slate Belt-Bell contract violates the constitutional provision (Article 16, Section 12) against the consolidation of competing telegraph lines, or the purchase or control of one such line by another, and the similar provision in the General Corporation Act of 1874 (Clause 4, Section 33, P. L. 93) is not sustained by the facts in the case. As already stated neither the Bell nor the Slate Belt Company has any interest whatsoever in the other company, but both remain competitors as heretofore, and under entirely separate and different ownership and control. The agreement in question does not constitute a sale, a lease, or otherwise howsoever give any control of the Slate Belt lines to the Bell Company, but merely provides for extra territorial traffic over the Bell lines.

We come then to a consideration, in view of the public policy of the State and the pertinent legislative enactment, of the clause in the Slate Belt-Bell agreement above quoted. The undoubted purpose and effect of this clause is to make the contract exclusive in character, and thus to prevent the Slate Belt Company from making any similar traffic agreement with any other company. This is plainly violative of the oft-declared policy of the State that all public service corporations shall not discriminate in their service or charges, and shall connect and interchange business with all similar companies. And the General Corporation Act of April 29th,, 1874 (P. L. 73), under which telephone companies are chartered, provides in Clause 3, Section 33, that "The said telegraphic corporation shall have the right to connect its lines of telegraph with any other line operating within this State; and it shall be the duty of any corporation or person owning any other telegraph line doing business within this State, to permit such connection, etc." In Telephone Company vs. Turnpike Road, 199 Pa. 411, it is decided that the constitutional and statutory provisions respecting telegraph companies apply equally to telephone companies.

There is, it is true, considerable difference between the service rendered by telegraph companies and that of telephone companies, but that difference is not of a character to prevent or even render difficult compliance with the above cited statutory provision. There is no physical difficulty in connecting the lines of different telephone companies, or practically any number of them, as is evidenced in this case by the Slate Belt Company having now connections with both the Bell and the New Jersey Companies' lines. And we all know that for any quite long distance a number of lines are used, connected in the various exchanges; and, while generally it may be that all these lines are under the same corporate control, yet they are as distinct and separate lines as though owned by different companies. We do not discover any material weight in the argument based on the peculiar character of the service. On the contrary, because of the very peculiarity that each patron transmits his own message, the convenience of the patrons would be best served if the lines of all telephone companies were connected, and each subscriber of every company thus furnished the facility for telephone service to all points on all lines from his own phone, and not be compelled, as at present, to maintain a number of phones if he desires general service. Some difficulty may be experienced in making this arrangement with respect to local service when there are competing local lines, but some reasonable basis for the interchange of local traffic can certainly be found.

But however that may be, the question before us has respect only to long distance service, and, as above stated, the clause of the Slate Belt-Bell agreement in question, being exclusive in its effect, contravenes the public policy and statutory enactments of the State, and is therefore, invalid. Its enforcement would prevent the Slate Belt Company from doing that which the Legislature has said it must do, viz: permit any other line doing business within the State to connect with its lines. However, the invalidity of this clause does not make the entire agreement illegal, for the agreement is clearly divisible, and, apart from this one clause, unobjectionable. Our conclusion is, therefore, that the exclusive clause in the agreement is illegal and valid, but that the remainder of the contract is not vitiated thereby.

With this clause of the Slate Belt-Bell agreement eliminated, there is no obstacle in the way of other telephone companies also having connections with the lines of the Slate Belt Company.

As a result of this opinion, the complainants filed a petition for a review of the Commission's findings and were advised that the Commission is not convinced that its former disposition of the case is not just and proper, and is of the opinion that no sufficient reason has been shown to warrant the rehearing asked for. The same was, therefore, denied and the case marked closed.

No. 247.

ALBERT C. FARR vs. PITTSBURGH RAILWAYS COMPANY.

This complaint concerned the rates of fare between the city of Pittsburg and the borough of Ben Avon. There was, however, introduced into the question, in addition to a contract between the Railways Company and the borough of Ben Avon, a contract between the Railways Company and the City of Allegheny and also a question as to the territorial extent of the Ben Avon contract with respect to the western line of the city of Allegheny, the Railways Company contending said contract runs only to the western end of Jack Run bridge and that it is not the line of the city of Allegheny.

In view of this situation the Commission held that it is apparent that the disposition of the question involves a construction of both the Ben Avon and Allegheny City ordinance contracts with the Railways Company as well as a determination of the effect of a consolidation of the cities of Pittsburg and Allegheny upon said Allegheny City contract and of the Act of June 7th, 1907, on the same.

The questions thus requiring determination by the Courts in some proceedings instituted for that purpose before the rights of the Railways Company could be definitely ascertained the Commission could not properly dispose of the complaint before it prior to the judgment of the Court as to said rights.

Case marked closed.

No. 252.

JOHN F. STONE vs. BUFFALO AND SUSQUEHANNA RAILWAY COMPANY.

Complainant alleged excessive freight rate by the Buffalo & Susquehanna Railway Company and the Coudersport and Port Allegheny Railroad Company for the transportation of wood, and subsequently advised the Commission that a proposition for an amicable settlement of the claim was being considered.

In this connection the respondent Company made answer to the Complaint to the effect that if it appears that the real basis of the complaint consists of charges upon cordwood in greater amount than complainant has shipped, the respondent Company stands ready to refund such unintentional overcharge.

The complainant and respondent advised the Commission that the case was under consideration for an adjustment.

As the parties to this case failed to notify the Commission of the result of their conference regarding an adjustment, the case was marked closed for want of prosecution

No. 256.

JULIAN PILGRIM, et al. vs. THE LEHIGH VALLEY RAILROAD COMPANY.

This was a petition for passenger and freight service on various branches of the respondent's road.

After an investigation the Commission advised the respondent that the residents along the line of the Pottsville Branch should be furnished facilities for getting to Pottsville early enough in the day to have several hours' time to transact business there and then return home the same day.

The request for service from Pottsville to Lizard Creek and return home the same day was dismissed on the ground that the testimony taken in relation to the matter failed to show a demand for the service requested. Case marked closed.

No. 278.

LOUIS B. TITZEL vs. BALTIMORE & OHIO RAILROAD COMPANY.

The complainant, a resident of Glenshaw, together with John C. Dight of Mars, the Glenshaw Civic Club and the Allison Park Board of Public Service, alleged insufficient train service on the Pittsburgh & Western Division of respondent Company's line and more specifically with reference to the morning train to Pittsburgh.

After considerable correspondence in the matter, a hearing was held in the rooms of the Commission the result of which was that the respondent agreed to revise the schedule so that there would be an early train from Callery Junction to Allegheny on the same schedule as train No. 15.

The case was marked closed.

No. 280.

JOHN C. DIGHT vs. BALTIMORE & OHIO RAILROAD COMPANY.

This complaint concerned the passenger train service at Mars, one of the allegations being that the only train from New Castle towards Mars is one at 6.20 A. M., and the petitioner asked that train No. 10 from New Castle, be stopped regularly at Evans City, Zelionople and Mars.

The Commission held a conference with the Railroad officials regarding this complaint and they agreed that when the spring schedule goes into effect provision will be made for furnishing Mars with better accommodations, as suggested in the complaint.

Case marked closed.

No. 288.

MESTA MACHINE COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

This complainant was a manufacturer of machinery, engines, etc., with plant at West Homestead, Pa. It was a user of both furnace coke and foundry coke, the latter being the higher in grade. In furnace coke the rate from the ovens at Smock, Pa., to Homestead for account of blast furnace was 75 cents per net ton. Complainant alleged that he was unable to secure this rate on shipments to the same point, being charged 80 cents per ton, respondent advising him that the 75 cent rate applied only on furnace coke consigned to owners of blast furnaces and intended for blast furnace operations.

Respondent, in answer to the Commission, stated that the practice complained of was in vogue and denies that the complainant was entitled to any other than the 80 cent per net ton rate, not being engaged in the operation of a blast furnace nor receiving coke for the purpose of smelting iron.

Commission ordered briefs filed in this case.

At the request of the respondent the case was held in obeyance and continued.

No. 296.

R. C. CRAWFORD vs. BALTIMORE & OHIO RAILROAD COMPANY.

The complainant substantially alleged that the respondent Company entertained a practice of locking the doors of the dead-head coach on train No. 1, from Pittsburgh to McKeesport, so that it was necessary for the passengers to crowd the two other coaches on said train and necessitated their walking from one coach to the other while the train was in motion.

The Commission brought this matter to the attention of the respondent Company, and the latter advised that orders had been issued requiring trainmen to open the doors of the deadhead coach upon entering McKeesport, whenever the traffic at that point demanded it.

The complainant subsequently alleged that respondent Company failed to supply sufficient seating accommodation on the train in question, but an investigation on the part of the Commission revealed that there was no necessity for an additional car on this train.

The case was closed.

No. 301.

JOHN L. MARTIN vs. TRUNK LINES MILEAGE TICKET BUREAU.

This complaint involved a claim for refund on unused coupons of an interchangeable mileage ticket.

In reply to the complaint, the Secretary of the Bureau advised the Commission that such tickets are issued under the contract condition that a refund will be paid upon a properly used ticket provided it is surrendered within eighteen months from its issue.

The ticket in question was not received in time to have a surrender value and the Commission held that when a person purchases a ticket he is bound by the terms of the contract appearing on the same.

The case was dismissed.

No. 305.

H. H. FETTEROLF, et al. vs. SCHUYLKILL VALLEY TRACTION COMPANY.

The complainant alleged that the respondent discriminates, as against the people of the borough of Collegeville, in the excessive rate of fare it charges between Norristown and Collegeville; that the distance between the west borough line of Collegeville and Norristown is but eight miles and that the respondent charges three fares, or fifteen cents, for this haul, or a rate of nearly two cents per mile. The discrimination, the complainant stated, is shown by the rate charges by the respondent between other points on this line.

The Commission held a hearing in this case on Thursday, February 17th, 1910.

With respect to the charges between Norristown and Collegeville, the complainant averred that the distance from Norristown to Tripper Post Office is just four miles, or about half way, with one fare of five cents, while for the remaining four miles from Tripper Post Office to Collegeville, there are two fares charged, or a rate of ten cents, showing thereby unequal fare zones, which operates against the people traveling to and from Collegeville.

The respondent submitted data to prove that the distance from Norristown to Collegeville, instead of being eight miles, is nearly ten miles, and further that the width of the fare zones comprised therein compares favorably with those on other portions of the respondent Company's lines.

After a consideration of these matters, the Commission decided that the fare zones established by the respondent Company on their route from Norristown to Collegeville do not seem to be unreasonably short, and compared with the service afforded by other traction companies operating in this State, appear to afford the patrons of the respondent Company as much accommodation for the fares paid as could reasonably be expected.

The case was closed.

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No. 309.

PHOENIX IRON COMPANY.

This complaint concerned the charge made on a boiler shipped from Meadville to Laurel Summit, but, as requested by the Commission, the complainant failed to indicate which of the several lines handling the shipment made the overcharge and whether there is a through rate in effect between the points involved in the shipment, and the case was dismissed for want of prosecution.

No. 311.

CHARLES M. HAMMERSTEIN vs. BUFFALO & SUSQUEHANNA RAILWAY COMPANY.

A. R. JACKSON and N. C. RHONE, For Complainants.
M. E. OLMSTED and A. C. STAMM, For Respondents.

The complainant is a citizen of Jersey Shore, Lycoming county, Penna., and is employed by the Buffalo and Susquehanna Railroad Company in their yard at Galeton, Penna., in the capacity as switchman. He sets forth in his petition that all the time he has worked for the respondent company it has retained two per cent. of all his wages actually earned, as well as a like amount from all other employes, the company alleging that the amount so retained by it from its employes is used by it as an insurance fund for the benefit of all those whose money it has so retained. Complainant further alleges that no policy of insurance was issued nor any receipt given for the money so retained, and no account rendered by said company therefor to its employes, nor any statement of the amounts so retained or paid out published; that at the time complainant became an employe of said company he was not required to pass any physical examination, nor was he informed that any part of his wages would be retained on account of any insurance scheme operated by said company; that when he complained on his first pay-day that his pay was short, he was for the first time informed of the purpose of the company to retain two per centum of his wages, and was further informed that if he was injured while in the employ of the company he would receive one-half pay for all the time he was disabled. The complainant further says that on or about the 6th day of August, 1909, he was injured while in the performance of his duties, and has been wholly disabled and incapacitated for work, and thereby becomes entitled to receive from said company one-half of his daily wages, to-wit: $2.35 per day; that he has made demand upon said company for the insurance

money promised him, but the said company has refused to make any payment thereof to him unless he would sign a release to said company releasing it from all claim to damages for and on account of said injury; and unless he would anticipate the time when he would be able to go to work or until he had recovered and again resumed work.

Complainant avers that said railway company is without power or authority in law to conduct the insurance scheme now operated by it, and furthermore prays that the Commission issue an order that the respondent company desist from retaining any part of its employes wages for or on account of any insurance scheme unless with the consent of each employe, and that any insurance scheme operated by said company shall be carried on under such rules and regulations to be prescribed by the Commission as will (a) Require all payments of benefits on regular pay-days of all sums then due; (b) That no employe be required to sign any papers at the time he receives such money except a receipt thereof; (c) That said company be required to publish a monthly statement of all claims paid during the preceding month, and a statement of all moneys in its hands in said insurance fund; (d) Report for public use to the Commission the names of all persons employed by reason of said insurance scheme, and the salary paid them for such work.

In answer to the foregoing complaint, the respondent company denies that it is conducting an "insurance scheme," but in order to protect its employes against loss on account of accidents as well as to more satisfactorily conduct its business, it carries what is commonly known as "workman's collective insurance;" that is, it enters into a contract with an insurance company for the payment of certain sums in the event of accidents to its employes, and any amounts that are collected under said policy of insurance are turned over in full to the employes entitled thereto. All persons entering the company's employ except executive officers and office men are required as a condition of their employment to contribute two per cent. of their wages toward the cost of carrying said insurance, and it is also understood that employes injured and entitled to receive benefits under this policy of insurance shall release the railroad company from all claims and liability for damages or injuries suffered.

The respondent company further answers that in the case of Mr. Hamerstine it was suggested to him that if he would procure from a physician a certificate as to the probable date upon which he could resume work he would be paid the full amount due. The respondent further answers that it not only does not profit by this arrangement, but it itself contributes to the amount paid the insurance company for the protection. The respondent further alleges that under all the circumstances this case would seem to be squarely ruled by that of John C. Weller, et al vs. The Pennsylvania Railroad Company, a report of which is on page 74 of the Annual Report of the Pennsylvania State Railroad Commission for 1908, and would seem to be purely a question arising between the respondent company and one of its employes, and involving only a question as to compliance by this company of an agreement made with Mr. Hamerstine, its employe.

Commission advised the respondent as it is a question which involves the construction of the contract between the complainant and the respondent, and as such does not involve any matter within the jurisdiction of the Commission and the case was dismissed for lack of jurisdiction.

No. 317.

CHARLES E. SHAFFER vs. THE PENNSYLVANIA RAILROAD COMPANY.

Complainant petitioned Commission to request the respondent Company to provide better accommodations in the matter of train service between Dauphin, Penna., and Harrisburg, Penna., so that he and other residents of Dauphin may reach Harrisburg before 7.00 o'clock A. M.

In reply to this complaint the respondent Company answered that, inasmuch as the train which complainant desired to stop at Dauphin was a fast express train from Buffalo, a compliance with the complainant's request would inconvenience other travel.

A hearing being desired by both parties to this action, the same was held and testimony taken and the Commission, after full examination of all the testimony and briefs, filed the following opinion and recommendation:

"This complaint arises out of the fact that about twenty men, residing in the Borough of Dauphin, a station on the line of Respondent's road about eight miles west of Harrisburg, some of them owning their own homes there, are employed in Harrisburg, and required to get to their work daily by 7.00 A. M.

"Formerly, they had a train which enabled them to accomplish this, but now the first train toward Harrisburg does not leave Dauphin until 8.38 A. M., so that they would have no way whatever of getting to Harrisburg in time for their work except by walking about three miles to Rockville where they can get a trolley car in. This, of course, requires these men to rise very early in order to get their breakfast and accomplish that long walk in time to reach a trolley that will get them to Harrisburg in time for their work, and in the winter season subjects them to great exposure and considerable hardship.

"The Respondent has a train from Buffalo, No. 58, which passes Dauphin at 6.33 A. M. and is due in Harrisburg at 6.45 A. M., but this train does not stop at Dauphin, and the Complainants seek either to have that train stopped for their accommodation or else have a local train put on for that purpose. The Respondent says it is impracticable to put on a local train for the accommodation of this community, claiming that same would be too expensive and interfere materially with the general operation of that line, and it objects to stopping train No. 58 at this point on the ground that it is a fast train with a close schedule, and to stop it would inconvenience the through passengers and curtail somewhat the time for their connections at Harrisburg, and in Philadelphia and Washington.

"The connections at Harrisburg are with this Company's own trains, while at Washington their connections are with the roads running south, and they there have a margin of thirty-five minutes, and in Philadelphia their connections for the seashore have a margin of twenty minutes, and for New York City of thirty minutes. The stopping at Dauphin could not seriously inconvenience the through passengers, and at the most, would not occassion a delay of more than a couple of minutes.

"We have, then, at Dauphin about twenty persons required to reach Harrisburg by 7.00 A. M. every working day, and without any other means of transportation to that point than the line of Respondent's road, and it certainly cannot be called unreasonable to ask the Railroad Company to furnish the necessary facilities for their transportation. This number of regular passengers from that station every morning justly demands some consideration. If they had other means of transportation, the situation would be entirely different; but they are absolutely dependent upon Respondent's road for this accommodation, and a train at that hour would furnish Respondent the best patronage of any of its trains at that station.

"The Commission has been very loath to make a recommendation for the stopping of train No. 58 at that point, and has sought in

every way available to have Respondent itself make an arrangement for the accommodation of these people, but without effect.

"The judgment of the Commission being that such accommodation should be furnished, nothing remains to be done except to recommend either the installation of a local train or the stopping of the express train, and since the Company asserts so strongly that the installation of a local train is practically impossible, there remains only the stopping of the express train. It is not believed that the stopping of this train will materially inconvenience either the Company or its patrons since it has been known to have been stopped at this point on various occasions for the accommodation of one or two passengers, and such stop certainly will greatly accommodate the Complainants. Should hereafter a change be made by the Company of its trains and operating schedules by which another train would furnish Complainants the necessary accommodations, the stopping of the express would then be unnecessary, but until such time we feel that it is but reasonable to ask that that train be stopped at Dauphin.

"The Commission, therefore, recommends:

"That, until other suitable accommodations are provided, train No. 58 be stopped at Dauphin for the purpose of accommodating passengers wishing to go from that point to Harrisburg."

The respondent advised the Commission that, in accordance with the recommendation, arrangements have been made to stop Northern Central Railway train No. 58 (Washington Night Express) at Dauphin to receive passengers daily, except Sunday, commencing Monday June 20th, 1910.

The case was, therefore, marked closed.

No. 319.

D. O. RAMBERGER vs. SCHUYLKILL RAILWAY COMPANY.

D. O. RAMBERGER, For Complainant.
W. S. LEIB and C. A. SNYDER, For Respondent.

The complainant alleged that the respondent Company discriminated in the matter of the sale of a certain form of tickets carrying workmen from Girardville to Shenandoah for 5 cents and charging 10 cents for transportation of other passengers.

The respondent Company in its answer set forth that the tickets complained of are issued only to miners or persons working about the mines and are good only going to and from work. The regulation enabling miners to ride to and from their work for 5 cents was started before the present respondent owned the said lines. The present respondent did not believe it advisable to discontinue granting such privilege. The tickets referred to are issued only for the purpose of regulating said travel; that the Company could not possibly extend said fare privilege to other classes of workmen and, therefroe, if the Commission is of the opinion that the said fare regulation is illegal the respondent will immediately or within such reasonable time limit as the Commission may fix, discontinue the sale of said tickets and will not grant the privilege in any other manner.

A copy of said workmen's ticket was filed for the information of the Commission. In pursuance of the notice a hearing was held and testimony taken. The Commission, after careful examination of the matters complained of, filed the following opinion:

"The Schuylkill Railway Company, a traction line in Schuylkill County, issues a twenty-trip ticket at a reduced rate, the conditions which are as follows:

"FIRST: That it entitles the holder to ride only on the last three (3) seats of open cars, or in the smoking compartment of closed cars, entering the closed cars at all times from the smoking compartment end of the car only.

"SECOND: That it is good for one continuous ride between the points named on the cover, and the conductor must collect coupons and the holder must surrender the coupons for each trip in the order named on the coupons. The last coupon to be surrendered must have the time, whether A. M. or P. M., and the date punched by the conductor. And it is the holders duty to see that the part of the trip ticket remaining after the surrender of the first fare collected is properly punched.

"THIRD: This ticket is only good going and from work.

"FOURTH: Any violation or attempted violation of the above conditions by the holder hereof, will forfeit the ticket and the conductor will be required to collect the ticket and turn the same into the office as forfeited. And thereafter this form of ticket will not be issued to any person who had previously forfeited the ticket by a violation or attempted violation of the conditions thereof.

"FIFTH: The holder of this ticket is required to surrender the cover thereof before he is entitled to secure a new ticket.

"The Complainant, D. O. Ramberger, is a resident of that county, and by occupation a carpenter, and has occasion from time to time in going to and returning from his work, to ride on the lines of this Company. Having knowledge of the issuing of that Company of the reduced rates twenty-trip tickets above mentioned, he applied to the Company for one of those tickets to be used for himself in going to and from his work and with the conditions of which he was willing to comply, and was refused such a ticket.

"He then made a complaint to this Commission, and in the investigation of that complaint it has developed that the Railroad Company only sells these tickets to employees of the mines in the territories through which its lines run and refuses to sell them to any person else, and furthermore, that it does not enforce the conditions specified on the tickets.

"It will be noted from the conditions that apparently this ticket is available by any one who is willing to subscribe to the conditions, regardless of the location or character of his employment. The Company offers an excuse for the restriction of these tickets to persons employed in or about the mines, contrary to the conditions named on the tickets, other than that it is a situation inherited by the present management, which is of course no excuse at all. To thus limit the use of these tickets constitutes a discrimination against any and all other persons wanting to make similar use of them and willing to subscribe to and observe the conditions thereof.

"Consequently, it is the judgment of this Commission, that the present restricted use of these tickets is discriminatory and unlawful, and therefore it recommends that said restriction be removed, and that so long as said tickets are sold they be available to any one who desires to use them and will subscribe to and observe the conditions thereof."

The respondent advised that they would comply with said order, and the case was marked closed.

No. 321.

WILKOFF BROTHERS COMPANY vs. PENNSYLVANIA RAILROAD COMPANY and BALTIMORE & OHIO RAILROAD COMPANY.

This complaint concerned the charges on a shipment of scrap iron from Altoona to Mars. It developed that the correspondence between the complainant and the respondents, in respect to the rate, was in August, 1909, while the shipment moved early in July, therefore any quotation of a rate made in August would not apply to a shipment made prior to that time and, consequently, there was no overcharge in the amount collected.

The case, was, therefore, dismissed.

No. 322.

H. & F. McINTOSH ESTATE et al. vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complaint in this case was filed by a number of citizens of the borough of Newry, in the county of Blair, and substantially alleges that the respondent company abandoned the Newry Railroad which was constructed from Newry to connect with the Pennsylvania Railroad line running from Duncansville south, known as the Portage Railroad.

The Commission is petitioned to bring the weight of its influence to bear upon the management of the Pennsylvania Railroad Company to relay and operate this road.

The complainants filed copy of a lease of the Newry Railroad to The Pennsylvania Railroad Company.

The respondent company was advised that from the complaint it appears that The Pennsylvania Railroad Company abandoned the operation of this branch in 1903, tore up the tracks and removed all buildings, yet claims to retain ownership and control of the roadbed and right of way.

The Commission requested information as to the official action of the respondent company directing the abandonment of this line and of the reasons therefor; and also of the character of its claim to retain the roadbed and right of way.

In answer to the foregoing, the respondent company substantially alleges that the Newry line was abandoned and has not been since operated for the reason that the earnings from the small amount of traffic to and from Newry did not justify the operation of the road; and, further, that the property and franchises of the Newry Company were sold on execution under judgment to one A. J. Anderson, who, with his wife, by deed conveyed the personal, mixed and real property of the Newry Railroad Company, but not the corporate rights and franchises, to the Pennsylvania Railroad Company. The respondent, therefore, claims title to the roadbed and right of way, i. e., physical property, by virtue of the deed from Anderson and wife. In concluding, the respondent company says: "On the property acquired by that deed The Pennsylvania Railroad Company, pursuant to corporate action, adopted and constructed a branch or siding, but while, in view of the provisions of the act of March 5th, 1903 (P. L. 13), the Railroad Company may have lost the franchise to operate this portion of the railroad by reason of the cessation of operation thereof for six successive months, yet it remains title to the physical property of said railroad by virtue of said deed."

After due consideration of the answer of the respondent, the Commission inquired further under what authority the Pennsylvania Railroad Company held the real estate formerly of the Newry Railroad between Portage Junction and Newry, acquired by The Pennsylvania Railroad Company by deed from A. J. Anderson and wife, especially in view of Section Five of Article XVII of the Constitution of Pennsylvania.

The respondent advised the Commission that the property in question was acquired by a deed from Anderson and wife for the purpose of enabling The Pennsylvania Railroad Company to carry on its business as a common carrier and, in pursuance of that purpose, it, by due corporate action, laid out and constructed a branch or siding on said property, and operated said branch or siding until the cessation of operation thereof for the reason set out in the answer to the Commission. That under the laws of Pennsylvania, as laid down by the Courts, railroad companies may acquire and hold property for future use in their business and that until needed for such use the property may be held by the common carrier. That the Pennsylvania Railroad Company, not having any need to use the property for its corporate purposes, granted to an electric street railway company in 1907 a license to construct and operate an electric passenger railway upon the property in question, which license was made terminable upon short notice, that The Pennsylvania Railroad Company might, when it shall need the property for its own corporate uses, obtain the possession thereof for that purpose, and that notice of the termination of such license has never been given.

The complainant was advised that the Pennsylvania Railroad Company abandoned that branch for reasons sufficient unto themselves and that this Commission has no power to compel them to rehabilitate or operate it, and that they claim to hold the right of way (subject to a lease they have made of it to a street railway company terminable on short notice) for what, if any, future need they may have of it for railroad purposes, and in that situation the only authority which could take steps to test the right of the railroad company so to hold the property is the State itself through proper proceedings instituted by the Attorney General.

In consequence of this situation the Commission is without power to do anything further in this matter and the case was marked dismissed.

No. 323.

W. H. COX & COMPANY vs. NEW YORK CENTRAL & HUDSON RIVER RAILROAD COMPANY.

The complainants in this case, who are lumber dealers, with residence and place of business in New Castle, Penna., aver that a large percentage of their shipments for the last seven years have been from Oil City and Stoneboro, Penna., and all points between Oil City and Stoneboro on the Lake Shore & Michigan Southern Railway to Sharon, Penna., New Castle, Penna., and Pittsburgh, Penna., and that the rate charged to Sharon and New Castle is seven and one-half cents per hundred weight, and to Pitstburgh eight cents per hundred weight; that the New York Central Lines have built an extension from Franklin and Polk to Clearfield, known as the Franklin & Clearfield Branch; that the complainants own about 800 acres of timber, which stands near this extension and in the vicinity of East Sandy, now Van Station, and that all the timber cut from this plot of ground would be shipped over this line from a station near East Sandy, and which would be a short distance east of Polk or Stoneboro, being the western terminus of this branch; that the New York Central lines, through their agency at Cleveland, had given as their lowest rate from their extension to Sharon, Penna., ten and one-half cents, and to New Castle and Pittsburgh twelve cents per hundred weight; that the previous rates over the Erie Railroad line to these places were eight cents to Pittsburgh and seven and one-half cents to New Castle and Sharon.

The complainant further says that they are now locating a saw mill in this timber and expect to make large shipments therefrom, which must be shipped over the Franklin & Clearfield Branch of the respondent company, and the rates fixed and charged mean a discrimination against the complainant and establish a price that would make it impossible for the complainants to compete with other timber owners in that vicinity.

The respondent advised the Commission that since the filing of this complaint they have issued lumber tariff from the New Clearfield Branch, which disposes of the question raised by the complainant.

The complainant was requested to advise if the new rates named were satisfactory to them, and in the absence of any advice, the Commission ordered the case closed.

No. 324.

PETITION OF THE BALTIMORE & OHIO RAILROAD COMPANY REFUND TO D. SHAFFER.

The petitioner advised the Commission of a claim of its agent at Hooversville, Penna., for credit on a car of brick from Johnstown, Penna., to Hooversville, consigned to D. Shaffer, billed at 24,000 pounds, rate of nine cents, but through error collection was made on the basis of 40,000 pounds at seventy cents per ton. The shipment was made September 30th, 1908. The petitioner expressed its desire to accept a charge of $14.00 for service as against $21.60 as assessed, provided this proposition meets with the approval of the Commission.

The petitioner filed additional information regarding the shipment and was advised by the Commission that, inasmuch as it is admitted that the rate charged on this shipment was excessive and higher than the commodity would stand, in view of the fact that it was further admitted that the basis for the proposed settlement was a reasonable rate for that shipment, the Commission recommended a refund settlement on that proposed basis.

Case dismissed.

No. 325.

FRANK R. LEIB vs. NORTHERN CENTRAL RAILWAY COMPANY.

Complaint was made to the Commission to the effect that there was not sufficient light at the New Cumberland Station of the respondent Company, and that the same was dangerous to the traveling public.

The respondent, on being informed of the complaint, advised the Commission that arrangements for the installation of electric lights in the station and on the platform had been ordered but the work had not been completed, owing to delay in receipt of fixtures.

Later, the Commission was advised by the respondent that the lighting of the New Cumberland Station platform was installed on April 16th, and as this satisfied the complaint the same was dismissed.

No. 327.

GLENSHAW CIVIC CLUB vs. THE BALTIMORE & OHIO RAILROAD COMPANY.

F. F. GARLINGHOUSE, R. C. CAMPBELL and ISRAEL EDGAR, For Complainant.

E. A. PECK and JOSEPH P. TAGGART, For Respondent.

Complaint was made to the Commission to restore passenger train No. 152 to the schedule of the Baltimore & Ohio Railroad Company, which train arrived in Allegheny at 6.30 A. M., and which was taken off the latter part of September, 1909.

The Commission ordered a hearing held in the matter, and at that time an agreement was made by the respondent to put on an early train from Callery Junction to Allegheny, approximately the same schedules as their former train No. 152.

Case marked closed.

No. 331.

McKEESPORT BRICK COMPANY vs. PENNSYLVANIA RAILROAD COMPANY and BALTIMORE & OHIO RAILROAD COMPANY.

The complainant advised the Commission that while the Baltimore & Ohio Railroad Company has a rate of 75 cents per ton on brick from Pittsburgh to Suterville, yet when he applied for a rate on the same commodity from Bessemer to Suterville he was quoted $1.20 per ton, said brick originating at Cochran, Penna., to be delivered by the Pennsylvania Railroad Company to the Baltimore & Ohio Railroad Company at Bessemer.

The Commission requested the respondents for information as on what grounds a higher rate is charged from Bessemer to Suterville than from Pittsburgh to Suterville. The answer was that it was not intended that a higher rate be applied from Bessemer to Suterville than is applicable from Pittsburgh to Suterville, with the advice that steps have been taken to properly amend the tariff.

Case marked closed.

No. 332.

CORRY HIDE & FUR COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainants allege that the Pennsylvania Railroad Company refused to furnish refrigerator cars for the movement of raw furs out of Corry via their lines, baled, as per the Official Classification.

In reply thereto, the Commission requested information as to what point or points the shipments in question were to be made, and whether The Pennsylvania Railroad Company furnished refrigerator cars for the same purpose as indicated in this complaint at other points.

The complainants replied that to their knowledge the respondent company has never furnished refrigerator cars for this kind of freight "at this station," and that having no access to the records or reports of The Pennsylvania Railroad Company, they were uanble to state whether the company places cars at different points for the purpose mentioned in the complaint.

The respondent advised the Commission that, on account of the odor from these furs and the effect upon refrigerator cars, which were built primarily for the transportation of food products, they felt it would be impracticable and improper to allow raw furs to be loaded in refrigerator equipment.

The Commission, on receipt of the answer of the respondent, advised the complainant that, in view of the fact that refrigerator cars have never heretofore, to the knowledge of the Commission, been used for the purpose of transporting hides, raw furs and similar material even in the summer time, the Commission does not feel that it would be proper to ask the respondent at this time to apply to that business a portion of their equipment which they have only secured for the purpose of transporting such articles as mentioned in their answer, and until the demand for such service as the complainant seeks reaches such proportions as to justify the Railroad Company in making such provision for the transportation of that material, the Commission would not feel justified in making an order to that effect.

The case was dismissed.

No. 333.

HARRISBURG PIPE & PIPE BENDING COMPANY et al. vs. THE PENNSYLVANIA RAILROAD COMPANY.

CHAS. L. BAILEY, For Comlpainant.
GEO. STUART PATTERSON, and WM. I. SCHAFFER, For Respondent.

This is a complaint against rates charged by the Pennsylvania Railroad for shifting from their tracks in Harrisburg to the Philadelphia & Reading Railroad tracks, same being eighty cents per gross ton. Complainants alleges that at other points like service was performed for fifteen cents, and again at other points no charge was made.

Commission after hearing, taking of testimony, and filing of briefs, filed the following opinion and recommendation.

The above entitled case is one of seven complaints filed with the Commission relative to the same matter and practically identical in substance, and, therefore, they have been heard and considered together, and will now be determined as one. The other complainants are Stalnaker Iron Co., Williams & Freedman, Luria Bros. & Co., B. Nicoll & Co., Plitt & Co., and Morris Weil.

Of the several complainants only the Pipe Bending Co. and Messrs. Williams & Freedman are located at Harrisburg, the former on the line of the respondent company and the latter on that of the Philadelphia and Reading Railway Co. The business of the Stalnaker Iron Co. is conducted at Pittsburgh, Penna., that of Luria Bros. & Co., at Reading, Penna., of B. Nicoll & Co., at New York, N. Y., and of Plitt & Co., and of Morris Weil at Philadelphia, Penna. The Pipe Bending Co. is a large manufacturer, while the other complainants are principally dealers in iron and steel scrap.

The general complaint is that the charge of 80 cents per ton made by the respondent company for the transfer of freight between industrial sidings located on its line, at Harrisburg, and the tracks of the Philadelphia and Reading Railway Co. at that point is unreasonable and excessive.

Harrisburg is an established interchange point for said transportation companies, the physical connection of the two roads being at Market Street, in the immediate vicinity of their passenger stations and about 2,000 feet distant from the works of this complainant.

For a similar movement between industries located on its own tracks at Harrisburg the respondent charges 20 cents per ton, and the rate from Steelton (two miles below Harrisburg) to said industries was 15 cents per ton, but has now been raised to 25 cents. It is largely upon a comparison of these rates with the one in question, and of the relative distances covered in the several movements, that these complainants rely to substantiate their charge; but they also go beyond that and testify that in some instances the rate is actually prohibitive. Thus this complainant states that it wanted to procure limestone from a quarry at Paxtang on the Reading road, some three miles distant, and could not do so simply because of this interchange charge by the respondent. Also that this charge prevents it from bidding on work to be delivered on Reading lines or connection. Others say it prevents them from doing business on the line with which they have no connection.

The respondent seeks to justify its charge on three separate and distinct grounds, viz: first, that this is its lowest published rate for the shortest line haul of the lowest class of freight; secondly, that no switching movement is compensatory in itself, and that this charge is not unreasonable or excessive in view of the time and labor required in the movement; and, thirdly, that such charge is necessary in order to protect its terminals and terminal facilities against free use by its competitors. It also contends that its rate for switching between industries on its own line and its rate between Steelton and those industries afford no proper basis for comparison with the interchange charge, both because the movements are dissimilar in character and in the actual service required, and because said rates are made in consideration and furtherance of the general business of the industries involved, from which it receives a large tonnage for main line hauls. This contention is evidently meritorious and forbids any conclusion of these complaints based on an unqualified or absolute comparison with said rates.

So much can not be said of the ground of justification first above stated. The mere fact that the charge complained of is the same as the published tariff rate for the shortest line haul of the lowest class of freight may disclose the origin of the charge, but it does not establish its justness or reasonableness.

As to the second ground, the testimony shows that the ordinary interchange movement in delivering freight from the Reading road involves sending an engine and crew to the Rutherford yards of that road, five miles from the junction of the

two roads, where its interchange track is located, and hauling thence to respondent's yard number four, east of Lucknow, in indiscriminate freight train of from 30 to 100 cars, and there classifying the freight, and then switching the cars into yard number one and there classifying the cars as to destination and arranging them for delivery. The reverse movement is presumably similar. For such purposes it maintains engines and crews engaged exclusively in that business, but when on the Reading tracks they are regarded as in the service of and the compensation is paid by that road. It is the same with the Reading engines and crews when on the respondent's tracks engaged in like service.

It will be observed that the freight and cars are classified by the receiving and and not by the original carrier, and in the yards of the former and not of the latter, and that by reason of the location of the connection between the two roads such classification could not be made in that congested locality, so that the delivery haul required on the respondent's own line can not fairly be determined by the distance of the consignee's siding from that point. It does not appear what switching and classification, if any, are involved in switching between the different industries on respondent's line at Harrisburg, nor in the delivery to them of freight from Steelton, but the direct distances from plant to plant and from these plants to Steelton are evidently less than that of the haul required in these interchange movements, and these movements are apparently more involved. And that occasionally and under peculiar conditions a car may be delivered directly from the interchange connection, without the trouble and delay of the classification process above detailed, does not alter the rule or make that practice generally possible in interchange movements under the traffic conditions existing at that point. Yet, notwithstanding the character of this movement, and in view of what is hereinafter stated respecting the compensation which the respondent is willing to accept for it, in certain instances, we are not prepared to conclude that the charge of 80 cents per ton is only fair remuneration for this service.

Some evidence was introduced to show the transfer charges of the same and other railroads at several other points in the State, varying from 10 cents per ton at Swedeland to 80 cents at Lancaster, but as such charges are uniformly determined and controlled largely by the volume of business and local conditions, no reliable comparison with these charges can be made without full information as to the actual situation at each point.

Then as to respondent's third position. It must be noted that all these complaints have reference to deliveries on industrial private sidings, and not on the public or team tracks of the respondent, nor at its depot or warehouse. Any such delivery as the latter would generally be of no more advantage to either shipper or consignee than a similar delivery on the Reading road, and, consequently, no one would incur any additional expense to obtain it. It is, therefore, these industrial spurs or side tracks which the respondent seeks to protect from use by its competitor. It is well, therefore, to inquire as to the ownership and control of these sidings, one of which is at this copmlainant's works, and to learn what are the rights of the respondent respecting them.

Industrial sidings are ordinarily constructed and maintained by the respective industries upon land held or obtained by them for such purpose, and only such extensions thereof as are on the right of way of the railroad companies and necessary in order to effect the connections with the tracks of such companies are constructed and maintained by the railroad companies. Outside of said right of way these sidings, although located within the various terminal districts, are private property designated as "private sidings" in the form of agreement for their construction used by the respondent company, and do not constitute any such part of the railroad companies terminals, as do their public sidings, team tracks, depots, warehouses, etc. In the absence of express agreement the railroad companies have no right to use these private sidings for their own purposes. In

special cases there may be some variation in the provisions of the siding contracts or agreements, but none appears in these cases to change the general principles which should govern their operation with respect to these complaints.

The construction of these sidings connections is desired by the industries for convenience in shipping and receiving freight, and by the railroad companies because of the control they thus necessarily obtain over such shipments and the relief they afford to their terminals proper. This control, however, is limited and restricted, and not absolute. It is circumscribed by the service which the connecting industries are compelled to ask of the carrier in order to reap the advantage of such connections. These sidings are useless unless the railroad companies transport freight to and from them, and only the connecting road can do this. Thus far the connecting road controls the situation, and to this control the connecting industry has agreed by making the connection. Beyond this the control of the railroad companies does not legitimately extend.

The connecting carrier has no right to dictate the route of incoming or outgoing shipments; its only privilege is to direct the movement asked of it on its own line, and to charge and receive therefor just remuneration. It can not say to the industry on its line that, because it is so located, it must route all its shipments in and out over that line, or pay an unreasonable, if not prohibitive, rate for the lesser service asked of it. The routing of shipments is the exclusive privilege of the shipper, and not of any carrier whose services may be required in the movement. To hold otherwise would place all connecting industry shipments under the absolute domination and control of the connecting carrier, which would be neither legal nor equitable.

We are not unmindful of the fact that it has been held that a railroad company's control of its terminals is so absolute that it can refuse to receive shipments near its terminals from a competing line for delivery at its terminals; but that has reference to delivery at its own proper terminals, and not on a private siding of an industry located on its line in such terminal district; see L. & N. R. R. Co. vs. Stock Yards Co., 212 U. S. 132.

And we are reminded that in Associated Jobbers of Los Angeles vs. A. T. & S. F. Ry. Co. the Interstate Commerce Commission held that "spurs and side tracks which connect industries with a carrier's rails within switching limits constitute a portion of the carrier's terminal facilities;" but in that case both the facts and the question before the Commission were essentially different from these. There the spurs and side tracks are practically the property of the carrier—the equipment furnished at its expense and all maintained by it—and it can use them for its own purposes and the question was as to the legality of a special charge for receiving and delivering cars theron instead of on the carrier's public tracks, even when it received the line haul. It may well be that such tracks are, in that view, properly regarded as "a portion of the carrier's terminal facilities." The difference between that case and these is readily apparent. It can hardly be seriously contended that, under the rulings in the above cited cases, the siding of this particular complainant, for instance, is so essentially a part of the respondent's terminal facilities at Harrisburg as to justify the respondent in refusing to there receive cars from the Reading road consigned to such siding. And it must also be remembered that Harrisburg is one of the interchange points between the respondent and the Reading Company, established as such by those companies. We conclude, therefore, that it is the duty of the respondent both to receive from the Reading Company at Harrisburg and to deliver on the industrial sidings, cars so consigned, and to receive on these sidings and deliver to the Reading Company at that point cars so routed by the shippers; and it is not understood that the respondent denies its obligation to do this.

But the respondent does contend that these sidings, by reason of their location and connection with its line, are such a part of its terminal facilities as warrants and justifies it in so protecting them—controlling and managing them—as to pre-

vent rival and competing lines from having access thereto upon nominal terms or anything like equal terms and similar facility with itself; that these industries have selected its line for their location and it has fostered them, and, in consequence, has a right to have and to preserve an advantage and a preference with respect to their shipping business. All this may be conceded, but therein is found no warrant for carrying protective measures to the point of prohibition or absolute control of the shipper's routing. There must be a rate by which all the legitimate rights of both the carrier and the shipper will be fully conserved. And it is not necessary, indeed hardly possible, that this rule should be a general one applicable at all points alike, for among other things, the general situation and the relative amount and character of the business of the connecting carriers at any place in question should be duly considered.

The carrier, as we have seen, is entitled to guard his siding connection at such points to the extent of preventing its rival from enjoying access thereto upon practically like terms with itself; and the connecting industry is privileged to have its shipments to and from competing lines made upon terms that are reasonable in view of the situation in which it is placed by its location, voluntarily made, and of the value of the service rendered—both the service by the carrier and that to the shipper or consignee.

The Pennsylvania began business in Harrisburg as early as 1836, the Reading in 1858, and the former has expended over three million dollars in its terminals at that point. Of the industries located there and having siding connection with but one railroad, three or four times as many are on the line of the Pennsylvania as are on the Reading. Quite naturally the former road desires to protect its investment and to preserve its business; and this it says it can not do if the charge in question were unsubstantial or made merely nominal, because any such charge would be absorbed by the Reading. This would extend in effect not merely to all the Reading lines, but also to all its connections near and far, and thus very substantially affect the business of the respondent and its connections with respect to freight originating on or destined to its Harrisburg industrial spur tracks, and with respect to its joint rate agreements with other roads. If the Reading could make delivery on the Pennsylvania line at Harrisburg as well as the Pennsylvania itself by absorbing such charge, and the charge were not, under all the circumstances, fairly compensatory to the latter road, an injustice would be done it in recommending such a charge. On the other hand, any charge for this service which is, in view of the whole local situation, excessive or prohibitive is unfair to the shippers and unreasonable.

The respondent company now has in effect a joint rate order applicable to the Reading lines, with a division between the roads made on the fifty mile block plan. This applies only to class rates, and it is stated that the Reading road generally fails to make use of it, preferring to collect its own local rate to Harrisburg and have the shipper arrange with the respondent for the transfer charge. Joint commodity rates are the subject of special agreement as to each commodity, the practice being for the initial carrier to make the request for the establishment of each.

We understand all these complaints to have reference only to the charge of 80 cents per ton as applied to articles embraced in the sixth, or lowest, class of freight, principally to scrap iron, and it is to this class that our attention is now confined. For articles of a higher class and greater value, where greater care is demanded and more risk and responsibility imposed, a higher rate is uniformly made and allowed.

Upon the evidence adduced in the cases and the information at hand, it appears to us that the rate or charge complained of is excessive, unreasonable and practically prohibitive, and that another should be found which will be fair to all

parties. However, it is easier, as stated by counsel for complainant, to determine the unreasonableness of a rate than it is to specify some particular rate as fair and reasonable. This we are now required to do.

We are advised that, since the hearing in these cases, a joint commodity rate on scrap iron of fifty cents per ton between the Reading and Pennsylvania tracks at Harrisburg has been made effective by these companies, each sharing equally. This being a commodity rate on scrap iron alone, however, it is not applicable to other articles generally found in the sixth class freight, and consequently does not dispose of the question before us. But it does furnish us with valuable data for the determination of that question. Commodity rates, as Mr. Rose testified, are discounts of and lower than class rates, and are made because of the volume of the business and frequency of the movements of the articles to which they apply. Presumably, therefore, and because these complaints principally concern that commodity, this movement of scrap iron embraces a large tonnage which justifies the reduced charge for its movement, as the points of delivery on the two lines involved are also necessarily restricted—that is, the purchasers of this material at Harrisburg are comparatively few in number—so that delivery is confined to certain well defined points. Now as to the sixth class freight generally we have no testimony or other advice as to what volume of it, in mass or of any separate item of it, may be, and, therefore, we would not be warranted in saying that this rate should apply to all sixth class freight. But if the twenty-five cents per ton on scrap iron fairly compensates the respondent for its services in so moving it, evidently some reasonable advance over the sum, and far less than the rate or charge complained of, will give sufficient remuneration for the same movement of the same character of freight even although the items thereof may be much less in volume and the destination of it more varied.

Reasoning, then, along this line, and after careful consideration of all the facts and circumstances, we are of the opinion that a charge not to exceed thirty-five cents per ton for such movement of all sixth class freight will be fair to both the carrier and the shipper. And this should be reduced to a commodity rate of twenty-five cents per ton as to any particular article whenever the volume of freight of that article approaches that of scrap iron.

In this connection it is interesting to note, however, that as to scrap iron—an article belonging to the sixth class when no commodity rate exists—the rate of the Reading road thereon between Reading and Harrisburg is 70 cents per ton, and that the respondent and that road have now in effect a joint commodity rate between the same points, where the Reading road gets a line haul, of $1.05 per ton, which is divided on the fifty mile block basis giving the respondent 35 cents per ton, and leaving the Reading its local rate intact. We thus see that as to this article removed from the sixth class of freight solely by reason of said commodity rate, the respondent by specific agreement acknowledges that the 35 cent charge compensates it for its services and furnishes the protection to its terminals and terminal facilities upon which it lays so much emphasis, even when its competitor obtains a main line haul. Such being the case, we naturally conclude, that, no matter where the freight may originate or be destined, the compensation we have determined must be fair to the respondent on all sixth class freight.

We, therefore, make the following

RECOMMENDATION.

It is hereby recommended that for the movement of car loads of sixth class freight, minimum load of twenty tons, between industrial spur tracks and sidings on its line in the terminal district at Harrisburg, Penna., and the interchange tracks of the Philadelphia and Reading Railway Co. at that point, the Pennsylvania Railroad Company shall hereafter make no charge in excess of thirty-five cents per ton (net or gross as the case may be).

No. 334.

CEPHAS McCLUNE vs. PHILADELPHIA RAPID TRANSIT COMPANY.

The complainant filed a general complaint against the respondent Company, alleging inefficient and insufficient service in the city of Philadelphia.

This complaint was filed with that instituted by the Evening Telegraph of Philadelphia, et al., to be considered therewith.

No. 335.

H. D. WIDDOWSON vs. BUFFALO, ROCHESTER & PITTSBURGH RAILWAY COMPANY.

The complainant alleges extra charges on freight from Punxsutawney, Penna., to Savan, Penna., the latter being located on the branch of the respondent company, and requested advice as to whether there should not be a through rate to Savan and not an extra charge. He also desired to know why the rate on sugar, for instance, from Pittsburgh, Penna., to Savan is higher than from Pittsburgh to Indiana, Penna.

The answer of the respondent company was that joint through rates existed to and from the east and the west, and Savan via nearly all lines except the Pennsylvania Railroad route, that company not as yet having joined the respondent company in such rate arrangements; further, that had the shipments mentioned in the complaint originating at Lancaster, Penna., and Baltimore, Maryland, been routed via the Philadelphia & Reading Railway, a joint through rate would have been obtained; had the shipments to complainant from Graham, North Carolina, been routed via Potomac Transfer and the Baltimore & Ohio Railroad, a joint through rate would have been obtained; the shipments mentioned originating at local points on the Pennsylvania Railroad were subject to local rates to and from points of interchange between the two roads for the reasons above mentioned.

Regarding the complainant as to rates locally between Pittsburgh and Savan, as compared with Indiana, respondent invites attention to Supplement No. 37 to its Local Merchandise Tariff, effective March 16th, 1909, which makes the rates the same in both directions between Pittsburgh and stations Cloe to Iselin and Claghorn, Penna., inclusive, which group includes both Savan and Indiana.

The complainant was advised of the answer of the respondent, and in the absence of any further communication from him, the case was marked closed.

11—27—1910

No. 336.

WILKES-BARRE & HAZLETON RAILWAY CO. vs. LEHIGH VALLEY RAILROAD COMPANY.

The complainant alleges excessive freight charges on the part of the respondent company on account of the rates on rice and barely coal from Jeddo, No. 4 Colliery, to Wilkes-Barre and Hazleton Junction. The rate assessed was forty cents per gross ton. This rate, according to the answer of the respondent company, is not unreasonable for a transportation of about one-half as far again as that to Hazleton via Lumber Yard, and upon which a charge of thirty cents is made. The distance from Jeddo No. 4 to Wilkes-Barre and Hazleton Junction via Hazleton is 13.87 miles, and the distance from Jeddo No. 4 to Hazleton via Lumber Yard is 9.30 miles. There is a route from Jeddo No. 4 to Wilkes-Barre & Hazleton Junction via Ebervale Branch (6.26 miles), but the respondent says no coal is moving over that branch at the present time and cannot on account of the scarcity of water for engine service; morever this branch is not suitable for heavy or continuous service, and to move coal over it too the W. B. & H. Junction would mean a special engine service for the particular movement for the complainant at a much greater expense than the movement in the course of regular service by way of Hazleton fully justifying a charge over that branch of at least forty cents.

The method of routing and the charges relating thereto, are in the opinion of the complainant, a denial of equal right of the complainant to have property transported by a common carrier, and an undue and unjust discrimination in charges for transportation contrary to the Constitution and laws of this Commonwealth.

After receiving the answer of the respondent, and a personal inspection, and considering all the papers in the case, the Commission filed the following opinion, which was complied with by the respondent.

In the matter of the complaint of the Wilkes-Barre & Hazleton Railway Company against the Lehigh Valley Railroad Company the Commission has carefully considered all the papers in the case and after a personal inspection of the local track arrangement, facilities for interchange between the two companies concerned and the operating conditions on the tracks of respondent company, is of the opinion that the rate of forty cents per ton on anthracite buckwheat coal from Jeddo No. 4 Colliery via the Ebervale Branch to W. B. & H. Junction a distance of 5.9 miles, as compared with the rate of thirty cents per ton from the same originating point on the commodity to Hazleton via Lumber Yard, a distance of 8.7 miles, is unreasonable; and the Commission, therefore, recommends that the Lehigh Valley Railroad Company shall not hereafter charge a higher rate from Jeddo No. 4 Colliery to W. B. & H. Junction than is charged from the same colliery on the same commodity to Hazleton.

Case marked closed.

No. 337.

UNITED STATES SANITARY MANUFACTURING COMPANY vs. BEAVER VALLEY TRACTION COMPANY.

The complainants doing business in the town of Monaca, Beaver couny, Pennsylvania, called attention of the Commission to the alleged unsatisfactory trolley service furnished by the Beaver Valley Traction Company. They declare that during the past seven years it has been the custom of the respondent company to run one small car, capable of seating from twenty to thirty people, on a twenty-minute schedule, from their works at Monaca to Rochester, a distance of about one and one-half miles. Here connections are made with cars running to New Brighton and Beaver Falls. These also run on a twenty-minute schedule. A great many of the employes of complainants reside in the two above-named towns and it is necessary for them to transfer at Rochester to a Monaca car. For the last two months the connections at these two points have been very unsatisfactory, inasmuch as the Beaver Falls cars arrive at the transfer from three to five minutes late, causing a lay over of fifteen to eighteen minutes waiting for the Monaca car. In addition, complainants state that cars running from Beaver Falls to Rochester have a capacity of double that of the Monaca car, therefore, should connection be made on time, it is always overcrowded on the small car. The complainants contend that as a result of the unsatisfactory service it is impossible for them to hold their men, and their factory is partly crippled owing to this poor service.

The respondent in his answer advised the Commission that the twenty minute service given seems to be sufficient for all travel.

In regard to the connection between cars running between New Brighton and Beaver Falls at Rochester with cars to Monaca, the same is entirely due to the grade crossing of the tracks at New York Street in Rochester, over the Pittsburgh, Fort Wayne & Chicago Railway. This crossing is about one mile west of the Pennsylvania Company's Conway Yards, at Conway, and the trains leave the yards to proceed westward toward this crossing in almost a continuous string, and immediately west of the crossing is the tower and switches controlling the switching from the Fort Wayne Division onto the Cleveland & Pittsburgh Division, so that these trains are frequently stopped, blockading the cars while waiting for the throwing of some of the switches; that the delays due to this are extensive and that the respondent has taken the matter up with the Superintendent of the Pennsylvania Company, and that he has given as much relief as possible; that these many tedious delays interfere with the schedule of cars through Rochester. On account of this respondent has changed the route of the cars from Rochester to Beaver Falls so that the same will not pass over this grade crossing, but will terminate their run at the crossing and return to Beaver Falls, and this will permit the cars to be generally on time.

The answer of the respondent was sent to the complainant with advice that he confer with the respondent relative to a satisfactory adjustment of his complaint. As the Commission failed to receive any further communication from complainant the case was marked closed.

No. 338.

J. ALDUS HERR vs. ADAMS EXPRESS COMPANY.

Complainant alleges excess express charges on a crate containing chickens shipped from Chadds Ford to Lancaster, Penna.

The respondent advised the Commission that an interview was had with the complainant and charge made was corrected and the matter satisfactorily adjusted.

The complaint was, therefore, marked dismissed.

No. 340.

CITIZENS OF JENNERS vs. BALTIMORE & OHIO RAILROAD COMPANY.

This was a petition for the establishment of a station at a point known as McKelvey's Siding.

The respondent, however, decided to erect the station at Jenners Mine No. 2. This proposition received the approval of the Commission after the respondent had made certain changes relating to the road leading to the station, which changes the Commission thought were for the best interests of the travelling public.

No. 341.

CITIZENS OF VANPORT vs. PENNSYLVANIA LINES WEST OF PITTSBURGH.

GEORGE WILSON, For Complainants.

The petition of the complainants set forth that the Pennsylvania Company is the lessee of and operating the Cleveland and Pittsburgh Railway; that for more than fifty years the station called Vanport was maintained and about two years ago discontinued; and requested the Commission to compel the respondent to re-establish a station at that point. The respondent company advised that the village authorities

and citizens demanded that the station which has been located at Vanport for a period of twenty-five years on a so-called street, be removed; that they endeavored to purchase ground in the vicinity at a reasonable rate but were unsuccessful.

Numerous efforts to secure the co-operation of the village authorities and citizens to withhold their objections to the continuance of the old building in the location where it had been for so many years until some reasonable and practicable plan for a station site could be worked out were without effect, and for this reason and because of the small earnings from passengers and less than carload freight, the agency was abolished and the platforms transferred to Sebring's Crossing, about 3,000 feet west, at which point certain passenger trains make their stop.

The Commission, by its Attorney, made a careful examination of the station as disclosed by its physical aspect, and interviewed a number of the persons signing the petition, and after due consideration of all the facts in the case and after ascertaining that the location of a station on the site of the present platform at Sebring's Crossing will be satisfactory to both complainant and respondent and respondent having advised that instructions had been given to proceed at once toward the establishment of a station at that point, dismissed the complaint.

No. 342.

CHARLES E. MEEHAN vs. PHILADELPHIA & READING RAILWAY COMPANY.

The complainant advised the Commission that he has made a number of shipments in carload lots of coal from Huntingdon, Penna., to Holland, Penna., the latter being on the Newton Branch of the Philadelphia & Reading Railway, and admits that the cars have frequently stood on the track longer than the regulations of the railroad prescribe and demurrage has accrued on them.

The railroad officials have notified him that unless he pays this demurrage they will refuse to deliver any more cars to him, and also that they will bring suit under the decisions of the Interstate Commerce Commission for demurrage.

The complainant, while admitting that he violated the rules of the railroad company, contends that he hauled the material in question as quickly as bad roads would permit.

Commission advised the Complainant that the law recognizes the right of the railroad company to charge demurrage on cars retained for loading or unloading beyond the specified time, and such being the case, if the law in that respect is violated the offending party must expect to pay the penalty.

Case marked closed.

No. 343.

SHARON FIRE BRICK COMPANY vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complainant alleged discrimination on the part of the respondent Company. They state that they had been shipping fire brick clay from New Brighton, Penna., to Sharon, Penna., for fifteen years, at a rate of fifty cents per ton. In August, 1909, they changed their loading place from New Brighton, Penna., to Fetterman, a three-mile shorter haul than from New Brighton; that the respondent Company immediately put the rate up to sixty cents per ton.

The respondent in its answer advised the Commission that immediately upon receipt of advice that there was a complaint as to the rate, proper adjustment was made, satisfactory to the complainant, but through inadvertence advices were not sent to the Commission.

The complainant also advised the Commission that a rate of fifty-five cents per ton had been named them from Fetterman to Sharon, which rate is satisfactory.

Case marked closed.

No. 345.

HENRY C. ENGLAND vs. AMERICAN UNION TELEPHONE COMPANY.

The complainant in this case notified the Commission that there is a variation in rates for telephone service between Morgantown, Penna., and Reading, Penna., and Reading and Morgantown, the charges being fifteen cents from Reading to Morgantown over the line of the Consolidated Telephone Companies, and five cents from Morgantown to Reading over the line of the Conestoga Telephone Company

In answer to this complaint the American Union Telephone Company advised the Commission that they operate the Reading Telephone Exchange. whereas the Conestoga Telephone & Telegraph Company, of Morgantown, operate that exchange and have no connection with the respondent in any way with the exception of a traffic agreement between the two companies.

They further state that their established rate from Reading to Morgantown is fifteen cents, and contend that the Conestoga Company should charge the same price from Morgantown to Reading.

The respondent filed further answer to explain as to the difference in charges—five cents from Reading to Douglassville and fifteen cents from Reading to Morgantown, in view of the fact that the distance from Reading to Douglassville is greater than from Reading to Morgantown, that the only explanation that they can give is that the rates have been fixed by the Traffic Association, which is based on the air line mileage between points and that the specific reason, however, is that on a message to Douglassville, all respondent does is to carry the message from Reading to

Birdsboro. which is the nearest exchange of the Conestoga Company, and which is a five cent rate. They take the message there and carry it to Douglassville, whereas on a message to Morgantown respondent sends it direct.

The Conestoga Telephone Company is what is known as a rural line telephone company, or by some people called a mutual telephone company, and they have been in the habit of giving their subscribers free service over all their lines and including the total charge in the rental for the telephone, or perhaps making a nominal charge of five cents on a long haul, and take the ground that, inasmuch as they constructed the line for the accommodation of themselves who are the stockholders and also the subscribers, that they have a perfect right to do their work for nothing if they so desire.

The Commission ordered a hearing in this case, and after taking testimony in the same the officials adjusted the matter so that the rate complained of hereafter between Morgantown and Reading would be ten cents per call in either direction, and the case was dismissed.

No. 346.

NEILSON SHARP vs. PHILADELPHIA RAPID TRANSIT COMPANY.

The complainant advised the Commission that the cars operated by the respondent Company, on Allegheny Avenue, are not heated and at times have been so cold as to cause serious discomfort.

The attention of the respondent Company was called to this complaint and the Commission was subsequently advised by it that the heat would be turned on in all of the cars early in the morning and kept on continuously throughout the day, with the exception of two hours between 4.30 and 6.30 P. M.

The case was, therefore, marked closed.

No. 348.

CARL VAN DER VORT vs. CENTRAL DISTRICT AND PRINTING TELEGRAPH COMPANY.

The complainant, who is the secretary of the Pittsburgh Lumbermens Mutual Fire Insurance Company, advised the Commission that he could not secure a telephone extension unless he paid a rental of $18.00 per year additional for this desk set, a charge which he contends is beyond all reason.

The Commission advised the complainant that it now has under investigation the entire subject of rates for telephone service throughout the State, and it would, therefore, appear inadvisable to take up any particular case in view of

this work, but when this data has all been properly collected by the Commission, then they will proceed to take up such cases in order and will be able to dispose of the same more intelligently and expeditiously.

On receipt of this correspondence from the Commission, the complainant advised that in view of the understanding that certain revisions in telephone rates are to take place in his vicinity very shortly which would tend to adjust the charges complained of, he desired that this specific complaint be considered withdrawn.

No. 349.

W. M. BRINKER, et al. vs. WILKINSBURG AND VERONA STREET RAILWAY COMPANY.

The complainants requested the Commission to consider the suggestion that the cars on this line be operated on a fifteen-minute schedule between the rush hours of 6.00 to 9,00 A. M., and 4.00 to 7.00 P. M.

The proposition was submitted to Mr. J. D. Callery, who subsequently notified the Commission that he had placed in operation a tripper car between Wilkinsburg Junction and Dream City Park, which tripper provides a headway of fifteen minutes within the borough of Wilkinsburg, in accordance with the desire of the complainants.

The case was, accordingly, marked closed.

No. 350.

C. A. CUNNINGHAM vs. THE PENNSYLVANIA RAILROAD COMPANY.

The complaint in this case regards The Pennsylvania Railroad Company's eastbound connections at Blairsville Intersection with its Conemaugh Division, Indiana Branch service. The complainant alleges that he frequently travels between Indiana, Penna., and Cresson, Penna., and the matter of unsatisfactory connections has been called to his attention by both the traveling public and employes of the respondent company. He points out that formerly the Main Line Local train No. 12, now the Main Line Express, was run on the schedule corresponding to what is now No. 8, and made many of the local stops which are not made by No. 8, Atlantic Express. The public in general would be best served by having train No. 12 put back on its old schedule, following train No. 8 instead of running ahead of it, as it does on the present schedule. Until the present schedule, train No. 8 was a flag stop for this particular point, which arrangement made it possible for one to depart from Indiana on No. 482 at 8.27 A. M. and arrive at Cresson at 11.01. This latter arrangement was very convenient for passengers for this particular point,

but not as generally satisfactory as former schedules when Main Line Express making local stops followed Atlantic Express. The complainant suggests that an improvement be made in the service between the points named by either making Cresson a flag stop for No. 8, or by having No. 12 changed to follow No. 8 and make connection with No. 482 from Indiana and points on the Indiana Branch, and No. 402 from Allegheny and points on the Main Line of the Conemaugh Division.

The respondent advised the Commission that prior to January 3rd, 1909, train No. 8 left Pittsburg at 7.30 A. M., making but one short stop between Latrobe and Altoona, namely, Johnstown. Train No. 12 left Pittsburgh at 8.00 A. M., making various local stops, including Cresson. It made connections at Blairsville Intersection with train No. 482 from Indiana and train No. 402 from Allegheny arriving at Blairsville Intersection at 9.20 A. M. and 9.25 A. M., respectively. The schedule of train No. 12 was not very satisfactory to a considerable number of their patrons on the Pittsburgh Division, especially those located east of Irwin, since the service given by this train was too late to meet many of their requirements. The matter was carefully looked into and the schedule of trains 8 and 12 reversed in an effort to meet these conditions.

With the schedule taking effect May 30th, 1909, arrangements were made for train No. 8 to make regular stop at Blairsville Intersection and provisional stops at Bolivar, New Florence, South Fork and Cresson to discharge passengers from points on the Conemaugh Division. The makeup of this train was as follows: one baggage car, two coaches, one dining car, one parlor car and two sleepers, total eight cars. Owing to insufficient use of this train by pessengers to South Fork and Cresson these stops were taken off of the present schedule. At South Fork the train stopped three times in seven days and discharged a total of four passengers. At Cresson it stopped three times in seven days and discharged a total of three passengers. The advisability of changing the schedule of the Conemaugh Division trains Nos. 482 and 402 in order to meet the schedule of train No. 12 at Blairsville Intersection was fully considered but it was found that this could not be done without serious interference.

Later, respondent advised that, commencing May 29th. 1910, arrangements have been made to stop train No. 8 at Cresson to discharge passengers from the Conemaugh Division including Indiana Branch.

The complainant was advised of the action on the part of the respondent Company and as the same satisfied the complaint it was accordingly marked closed.

No. 351.

E. A. SCHWARZENBERG vs. MEADVILLE AND CAMBRIDGE SPRINGS STREET RAILWAY COMPANY.

The complainant in this case brought to the attention of the Commission the fact that he purchased two round trip tickets from Saegertown to Cambridge Springs, Penna., that he was compelled to take the Erie Railroad back to Saegertown; that he presented the tickets to the General Manager of the respondent Company and asked to be charged one fare from Saegertown to Cambridge Springs and on this basis refund the difference in the return tickets. This the respondent refused to do, stating that the same was contrary to their method. The complainant also filed the unused portion of the round trip ticket.

The Commission sent to the respondent the unused portions of the ticket and advised them that it was the sense of the Commission that these tickets should be redeemed by paying the purchaser the difference of the one way fare and the price paid for them, which ruling is in accordance with the Act of Assembly of May 6th, 1863, Section 5, P. L. 582.

The respondent advised the Commission that the full surrender value of the two tickets complained about had been forwarded to complainant and the Commisson therefore marked the case dismissed.

No. 352.

THOMAS VAN NATTA et al vs. THE PENNSYLVANIA RAILROAD CO.

The complainants in this case alleged that they were passengers on the Pennsylvania Limited No. 2, leaving Chicago December 25th, at 5.30 P. M., and have been at great disappointment, annoyance, loss of money and time through neglect of proper equipment by the respondent, which certainly ought to be prepared for any emergency which might occur, especially in the case of snow storms, when path-finding and snow-cleaning engines should be at hand.

The respondent advised the Commission that this train left Pittsburgh December 26th seven minutes late and arrived at Harrisburg twenty-nine minutes late. It was held in Harisburg due to the uncertain weather conditions east thereof and was finally dispatched from that point one hour and twenty-five minutes late, with every prospect of being able to make a reasonable movement to Philadelphia. Owing to the storm and the high wind prevailing empty engines were dispatched from Harrisburg ahead of train No. 28, which precedes the Pennsylvania Limited, on which the complainants were passengers. This train No. 28 with six cars and two engines became stalled in the snowdrift west of Frazer and in attempting to get the train out several of the cars became derailed. The severity of the storm was such that all the regular track force together with an additional force of over one thousand men, were unable to keep the switches open to permit the crossing of trains from one track to another, resulting in detention to the Pennsylvania Limited complained of.

The cars on the Pennsylvania Limited were comfortably heated, meals were available at all times in the dining car and passengers did not suffer any inconvenience other than the delay to which they were subjected, which was entirely unavoidable.

The Commission advised the complainant of the answer of the respondent Company and the complainant advised that as they were thoroughly satisfied by the recent action taken by the respondent to guard against any more like trouble, desires to withdraw the complaint.

Case marked withdrawn.

APPENDIX "B."

Summary and Classification of Reports of Accidents on Railroads and Street Railways for the year ending December 31, 1910.

SUMMARY OF RAILROAD AND STREET RAILWAY ACCIDENTS RECEIVED AND TABULATED FOR THE YEAR ENDING DECEMBER 31, 1910.

	Killed.	Injured.	Total.	Per Cent.
Railroads,	1,177	9,967	11,144	10.56
Street railways,	187	4,116	4,303	4.35
Total,	1,364	14,083	15,447	8.83

ACCIDENTS CLASSIFIED AS TO EMPLOYES, PASSENGERS, TRESPASSERS AND OTHERS.

RAILROADS.

	Killed.	Per Cent.	Injured.	Per Cent.	Total.	Per Cent.
Employes,	437	37.13	8,008	80.32	8,445	75.77
Passengers,	26	2.21	908	9.12	934	8.38
Trespassers,	587	49.87	651	6.54	1,238	11.12
Others,	127	10.79	400	4.02	527	4.73
Total,	1,177	100.00	9,967	100.00	11,144	100.00

STREET RAILWAYS.

	Killed.	Per Cent.	Injured.	Per Cent.	Total.	Per Cent.
Employes,	16	8.56	232	5.64	248	5.76
Passengers,	18	9.63	2,151	52.26	2,169	50.41
Trespassers,	27	14.43	148	3.60	175	4.07
Others,	126	67.38	1,585	38.50	1,711	39.76
Total,	187	100.00	4,116	100.00	4,303	100.00

TABULATION SHOWING PERCENTAGE OF FATALITIES IN EACH CLASS OF PERSONS TO THE TOTAL NUMBER OF ACCIDENTS.

RAILROADS.

	Killed.	Total Accidents.	Percentage of Fatalities.
Employes,	437	8,445	5.17
Passengers,	26	934	2.78
Trespassers,	587	1,238	47.41
Others,	127	527	24.09
Total,	1,177	11,144	10.56

STREET RAILWAYS.

	Killed.	Total Accidents.	Percentage of Fatalities.
Employes,	16	248	6.45
Passengers,	18	2,169	.82
Trespassers,	27	175	15.42
Others,	126	1,711	7.36
Total,	187	4,303	4.34

REPORT OF ACCIDENTS ON RAILROADS.

SUMMARY FOR YEAR 1910.

	Killed.				Injured.				Total.		Percentage.	
	E.	P.	T.	O.	E.	P.	T.	O.	K.	I.	K.	I.
Collision,	36	1		7	341	118	1	27	44	482	3.74	4.83
Grade crossing,	4	1	6	74	3	1	5	168	85	177	7.22	1.78
Derailment,	25	3			144	138		5	28	287	2.38	2.88
Parting of trains,			1	1	39		2		2	41	.17	.41
At stations or loading platforms,	1	1		1	127	100	4	26	3	257	.25	2.58
Defect or failure of roadway or equipment,	7				230	12	3	2	7	247	.59	2.48
Switching,	7				509	1	1	3	7	514	.59	5.16
Overhead or side obstruction,	13		3	1	262	10	7	3	17	282	1.45	2.83
Repairing track or roadbed,	3			1	902	2	1	5	4	910	.35	9.13
Handling freight or baggage,	2			1	828	2	1	11	3	842	.25	8.44
Coupling or uncoupling cars,	15				356	6		3	15	365	1.27	3.66
Falling from locomotive or cars,	66	9	35	1	923	93	65	8	111	1,089	9.44	10.94
Jumping on or off locomotives or cars,	22	7	43	5	852	174	163	13	77	1,202	6.54	12.05
Struck by locomotives or cars,	209	3	483	33	347	16	328	60	728	751	61.85	7.54
Miscellaneous,	27	1	16	2	2,145	240	70	66	46	2,521	3.91	25.29
Total,	437	26	587	127	8,008	908	651	400	1,177	9,967	100.00	100.00

Total accidents, 11,144.

REPORT OF ACCIDENTS ON STREET RAILWAYS.

SUMMARY FOR YEAR 1910.

	Killed.				Injured.				Total.		Percentage.	
	E.	P.	T.	O.	E.	P.	T.	O.	K.	I.	K.	I.
Collision,	2	2	2		75	405	3	10	6	493	3.21	11.98
Grade crossing,				1	3	26		16	1	45	.53	1.09
Derailment,		1		2	24	125		10	3	159	1.60	3.86
Parting of trains,					1	1				2		.05
Overhead or side obstruction,	1				10	55			1	65	.53	1.58
Contact with trolley or feed wire,	3		1	2		1		1	6	2	3.21	.05
Contact with third rail,			1						1		.53	
Failure of bridge,		1				2			1	2	.53	.05
Defect or failure of roadway or equipment,	1				10	28		6	1	44	.53	1.07
Passengers on running boards,		1			12	61	8	5	1	86	.53	2.08
Collision of car and vehicle,				13	11	65	6	688	13	770	6.96	18.71
Pedestrian struck by car,	3	3	20	103	9	18	51	718	129	796	69.02	19.34
Falling from car,	1	2			20	393	32	18	3	463	1.60	11.25
Jumping on or off car in motion,	2	7	2	3	14	779	43	57	14	893	7.48	21.70
Miscellaneous,	3	1	1	2	43	192	5	56	7	296	3.74	7.19
Total,	16	18	27	126	232	2,151	148	1,585	187	4,116	100.00	100.00

Total accidents, 4,303.

COMPARATIVE STATEMENT OF ACCIDENTS ON RAILROADS. YEAR 1910.

	1909.		1910.		Decrease.		Increase.	
	K.	I.	K.	I.	K.	I.	K.	I.
Employes,	359	6,650	437	8,008			78	1,358
Passengers,	22	899	26	908			4	9
Trespassers,	609	854	587	651	22	203		
Others,	89	385	127	400			38	15
Total,	1,079	8,788	1,177	9,907	22	203	120	1,382

Killed—Increase, 98.
Injured—Increase, 1,179.

COMPARATIVE STATEMENT OF ACCIDENTS ON STREET RAILWAYS. YEAR 1910.

	1909.		1910.		Decrease.		Increase.	
	K.	I.	K.	I.	K.	I.	K.	I.
Employes,	15	216	16	232			1	16
Passengers,	24	2,613	18	2,151	6	462		
Trespassers,	37	114	27	148	10			34
Others,	107	1,311	126	1,585			19	274
Total,	183	4,254	187	4,116	16	462	20	324

Killed—Increase, 4.
Injured—Decrease, 138.

STATEMENT OF FATALITIES AND INJURIES TO EMPLOYES OF RAILROADS SHOWING COMPARATIVE HAZARD OF VARIOUS OCCUPATIONS.

FOR YEAR ENDING DECEMBER 31, 1910.

	Killed.	Injured.
Section and work train employes,	120	1,352
Brakemen,	112	2,490
Firemen,	33	964
Conductors,	31	576
Flagmen,	21	213
Car repairmen and inspectors,	21	168
Track walkers,	18	27
Yard crews,	16	341
Engineers,	10	528
Crossing watchmen,	5	14
Carpenters,	4	126
Freight handlers,	3	580
Baggagemen,	2	75
Car cleaners,	1	88
Miscellaneous,	40	469
Total,	437	8,008

APPENDIX "C."

Tabulated Statement of Accidents occurring on the lines of the various Railroads of the State during the year ending December 31, 1910; classified by character of accident and class of persons injured.

APPENDIX "D."

Tabulated Statement of Accidents occurring on the lines of the various Street Railways of the State during the year ending December 31st, 1910; classified by character of accidents and class of persons injured.

APPENDIX "E."

List of Railroads and Street Railways reporting no accidents during the year 1910

RAILROADS REPORTING NO ACCIDENTS DURING THE YEAR 1910.

Altoona, Juniata & Northern Railway Company.
Bare Rock Railroad Company.
Big Level & Kinzua Railroad Company.
Black Lick & Yellow Creek Railroad Company.
Bloomsburg & Sullivan Railway Company.
Bradford & Western Pennsylvania Railroad Company.
Brownstone & Middletown Railroad Company.
Charleroi & Belle Vernon Railroad Company.
Chestnut Ridge Railway Company.
Crane Railroad Company.
Delaware River & Union Railroad Company.
Delaware Valley Railroad Company.
Dents Run Railroad Company.
East Berlin Railroad Company.
Eddystone & Delaware River Railroad Company.
Elk & Highland Railroad Company.
Emporium & Rich Valley Railroad Company.
Hicks Run Railroad Company.
Hooverhurst & Southwestern Railroad Company.
Hunters Run & Slate Belt Railroad Company.
Jersey Shore & Antes Fort Railroad Company.
Johnstown & Stoney Creek Railroad Company.
Kane & Elk Railroad Company.
Keating & Smethport Railroad Company.
Kishacoquillas Valley Railroad Company.
Kittanning Run Railroad Company.
Lancaster, Oxford & Southern Railroad Company.
Leetonia Railroad Company.
Lehigh & Hudson River Railroad Company.
Ligonier Valley Railroad Company.
Mocanaqua & Eastern Railroad Company.
Mt. Jewett, Kinzua & Ritersville Railroad Company.
Mount Penn Gravity Railroad Company.
Mount Pleasant & Latrobe Railroad Company.
New Berlin & Winfield Railroad Company.
New Castle & Butler Railway Company.
New Park & Fawn Grove Railroad Company.
Newport & Shermans Valley Railway Company.
Nittany Valley Railroad Company.
Northern Liberties Railway Company.
North Shore Railroad Company.
Oleona Railroad Company.
Pennsylvania Western & Ohio River Connecting Railway Company.
Peoples Railway Company.
Philadelphia & Western Railway Company.
Philadelphia Belt Line Railroad Company.
Philipsburg & Susquehanna Valley Railroad Company.

Pittsburgh & Moon Run Railroad Company.
Pittsburgh & Ohio Valley Railroad Company.
Pittsburg, Lisbon & Western Railroad Company.
Pittsburgh, Westmoreland & Somerset Railroad Company.
Redstone Central Railroad Company.
Reynoldsville & Falls Creek Railroad Company.
Scootac Railway Company.
Scottdale Connecting Railroad Company.
Scranton & Spring Brook Railroad Company.
Sheffield & Tionesta Railway Company.
Slate Run Railroad Company.
Stewartstown Railroad Company.
St. Marys & Western Railroad Company.
Susquehanna & Eagles Mere Railroad Company.
Susquehanna River & Western Railroad Company.
Turtle Creek & Allegheny River Railroad Company.
Tuscarora Valley Railroad Company.
Ursina & North Fork Railway Company.
Valley Connecting Railroad Company.
Valley Railroad Company.
Washington Run Railroad Company.
Westinghouse Inter Works Railroad Company.
White Deer & Logantown Railway Company.
Williamsport & North Branch Railroad Company.

STREET RAILWAYS REPORTING NO ACCIDENTS DURING YEAR 1910.

Allentown & Reading Traction Company.
Blue Ridge Traction Company.
Bucks County Electric Railway Company.
Cambria Incline Plane Company.
Carbon Transit Company.
Carlisle & Mt. Holly Railway Company.
Centre & Clearfield Street Railway Company.
Chambersburg, Greencastle & Waynesboro Street Railway Co.
Clairton Street Railway Company.
Cleveland & Erie Traction Company.
Corry & Columbus Street Railway Company.
Cumberland Railway Company.
Danville & Bloomsburg Street Railway Company.
Danville & Sunbury Transit Company.
DuBois Traction Comany.
East End Passenger Railway Company.
Fairchance & Smithfield Traction Company.
Fidelity Ferry Company.
Glasgow Railroad Company.
Hagerstown Railway Company.
Homestead & Mifflin Street Railway Company.

Huntingdon, Lewistown & Juniata Valley Traction Company.
Jersey Shore Electric Street Railway Company.
Lancaster & York Furnace Street Railway Company.
Latrobe Street Railway Company.
Lewisburg, Milton & Watsontown Passenger Railway Company.
Mahoning Valley Street Railway Company.
Montgomery County Rapid Transit Company.
Montgomery Traction Company.
New Jersey & Pennsylvania Traction Company.
Ohio River Passenger Railway Company.
Patterson Heights Street Railway Company.
Shamokin & Edgewood Electric Railway Company.
Slate Belt Electric Railway Company.
South Side Passenger Railway Company.
Stroudsburg & Water Gap Street Railway Company.
Stroudsburg Passenger Railway Company.
Susquehanna Traction Company.
United Traction Street Railway Company of DuBois.
Vallamont Traction Company.
Warren County Traction Company.
Waverly, Sayre & Athens Traction Company.
Webster, Monessen, Belle Vernon & Fayette City Street Railway Company.
West Chester, Kennett & Wilmington Electric Railway Company.
Western New York & Pennsylvania Traction Company.
White Hall Street Railway Company.
Williamsport Passenger Railway Company.

APPENDIX "F."

Report of Investigations of Accidents made by the Commission during the year ending December 31st, 1910.

INVESTIGATED ACCIDENTS.

BALTIMORE AND OHIO RAILROAD COMPANY, WEST ALEXANDER.

As the result of a collision near West Alexander on the Baltimore & Ohio Railroad on January 5th, 1910, between passenger train No. 110 and freight train No. 89, two employees, H. W. Reed and L. N. Barto, were killed. The Coroner's jury rendered a verdict to the effect that the accident was the result of the poor system employed by the respondent in the running of trains and the constant changing of train crews. This finding was transmitted to the Commission and by it referred to the respondent who subsequently notified the Commission that a signal system for the Division is under advisement and will be installed as early as possible.

LAKE SHORE & MICHIGAN SOUTHERN RAILROAD, NORTHEAST, PENNSYLVANIA.

On January 7th, 1910, a fast westbound passenger train collided with a work train at Northeast on the line of the Lake Shore & Michigan Southern Railroad resulting in two deaths. An investigation on the part of the Commission developed that the engineer of the passenger train was responsible for the accident.

SCRANTON RAILWAYS, THROOP BOROUGH.

A collision between a train on the Delaware, Lackawanna & Western Railroad and a street car of the Scranton Railways Company, occurred at a grade crossing in Throop Borough on February 23rd, 1910, resulting in the death of two passengers and the injury of eight. An inquiry into the circumstances attending the accident indicated that the same was the result of an attempt on the part of the crew of the Scranton Railways Company to cross the steam railroad tracks ahead of the train and the neglect of the crew to use proper precaution on approaching the crossing.

After an investigation the Commission advised the Railways Company to take up with the Railroad Company the question as to the eliminating of the crossing in question—it being the opinion of the Commission that such a crossing should not exist.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, ERIE.

Brakeman A. L. Stafford met his death at Erie, on May 22nd, 1910, by being crushed between the sides of freight cars. The Commission was informed that the tracks upon which this accident occurred are only 5 feet 11 inches from center to center. This upon investigation was found to be erroneous.

The accident occurred on the switch track branching off from the lead track and the difference between the centers of the several switch tracks where they are parallel is 13 feet.

DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY, SCRANTON.

A head-on collision between a passenger train and combination milk and passenger train occurred at Scranton, October 2nd, 1910. Two employees and 25 passengers were injured.

An investigation conducted through correspondence by the Commission developed that the collision was due to carelessness on the part of a switchman, who was subsequently dismissed from the service.

KITTANNING & LEECHBURG RAILWAY COMPANY, WICKBORO.

On September 12th, 1910, an accident occurred in the Borough of Wickboro on the line of the Kittanning & Leechburg Railway Company, resulting in the death of a boy about eight years of age. It was reported to the Commission that the cars on this line were without fenders.

The matter was brought to the attention of the Company and the Commission was advised by it that while the cars are all equipped with wheel guards, tests are being made of various fenders.

PENNSYLVANIA RAILROAD COMPANY, ALTOONA, PA.

A locomotive boiler exploded on the main line of the Pennsylvania Railroad Company near Altoona, November 19th, 1910. Two employees were killed and three injured.

Professor P. B. de Schweinitz, of Lehigh University, representing the Commission, made an investigation of this accident and reported substantially that the explosion consisted of the failure of the crown-sheet, which was entirely due to overheating caused by low water and not to any defect of the material or of the construction of the fire-box or of the stay-bolts.

APPENDIX "G."

A Statement of the Traveling Expenses and Disbursements of the Commission, its Officers, Clerks and Experts.

A STATEMENT OF THE TRAVELING EXPENSES AND DISBURSEMENTS OF THE COMMISSION, ITS OFFICERS, CLERKS AND EXPERTS.

Telegrams,	85 36
Postal Service,	457 50
Express and Freight,	41 37
Books, Maps and Office Supplies,	1,683 77
Janitors Service,	480 00
Traveling Expenses,	1,646 41
Expert Services,	19,363 81
Extra Clerical Services,	1,059 55
Miscellaneous,	13 85
Salaries of employes, other than those fixed by law,	18,659 99
Total,	$43,491 61

APPENDIX "H."

Regulations for Inspecting, Testing and Washing Locomotive Boilers.

REGULATIONS FOR INSPECTING, TESTING AND WASHING LOCOMOTIVE BOILERS.

I.

GENERAL CONSTRUCTION AND SAFE WORKING PRESSURE. The chief mechanical officer of each railroad company will be held ressponsible for the general design, construction and inspection of the locomotive boilers under his control. The safe working pressure for each locomotive boiler shall be fixed by the chief mechanical officer of the company or by a competent mechanical engineer under his supervision. The safe working pressure must be determined in accordance with calculations of the various parts, after full consideration has been given to the general design, workmanship and condition of the boiler.

II.

INSPECTION OF INTERIOR OF BOILER. (a) *Time of inspection.* The interior of every boiler shall be thoroughly inspected before the boiler is put into service, and also whenever a sufficient number of flues are removed to allow examination.

(b) *Flues to be Removed.* All flues of boilers in service shall be removed at least once every three years and a thorough examination shall be made of the entire interior of the boiler. After flues are taken out, the inside of the boiler must have the scale removed and be thoroughly cleaned.

(c) *Method of Inspection.* The entire interior of the boiler must then be examined for cracks, pitting and grooving. The edges of plates, all laps, seams and points where cracks and defects are likely to develop, or which an exterior examination may have indicated, must be given an especially minute examination. It must be seen that braces and stays are taut, that pins are properly secured in place, and that each is in condition to support its proportion of the stress.

(d) *Repairs.* Any boiler developing cracks in the shell shall be taken out of service at once and thoroughly repaired before it is reported to be in satisfactory condition.

(e) *Lap Joint Seams.* Every boiler having lap joint longitudinal seams without reinforcing plates shall be examined with special care to detect grooving or cracks at the edges of the seams.

(f) *Fusible Plugs.* If boilers are equipped with fusible plugs these shall be removed and cleaned of scale at least once every thirty days. Their renewal must be noted under "Remarks" on the certificate of inspection.

III.

INSPECTION OF EXTERIOR OF BOILER. (a) *Time of Inspection.* The exterior of every boiler shall be thoroughly inspected whenever the jacket and the lagging are removed.

(b) *Lagging to be Removed.* The jacket and lagging shall be removed at least once every five years and a thorough inspection made of the entire exterior of the boiler. The jacket and lagging shall also be removed whenever the State Inspector or railroad company's inspector considers it desirable or necessary.

IV.

TESTING BOILERS. (a) *Time of Testing.* Every boiler before being put into service, and at least once every twelve months thereafter, shall be subjected to hydrostic pressure 25 per cent. above the working steam pressure.

(b) *Removal of Dome Cap.* The dome cap and throttle standpipe must be removed immediately after the application of the hydrostatic pressure and the interior surface and connections of the boiler examined as thoroughly as conditions will permit. In case the boiler can be entered and thoroughly inspected without removing the throttle standpipe the inspector may make the inspection by removing the dome cap only, but any variation from the rule must be noted in the certificate of inspection.

(c) *Witness of Test.* When the test is being made by the railroad company's inspector an authorized representative of the company thoroughly familiar with boiler construction must personally witness the test and thoroughly examine the boiler while under hydrostatic pressure.

(d) *Repairs and Steam Test.* When all necessary repairs have been completed, the boiler shall be fired up and steam pressure raised to not less than the allowed working pressure, and carefully examined. Any defects discovered must be remedied.

V.

STAY BOLT TESTING. (a) *Time of Testing Rigid Bolts.* All stay bolts should be tested at least once every month, and no boiler must be used over three months, under any circumstances, unless thorough stay bolt inspection has been made. Stay bolts shall also be tested immediately after every hydrostatic test.

(b) *Method of Testing Rigid Bolts.* The inspector must tap each bolt from the fire box side and determine the broken bolts from the sound or the vibration of the sheet. If stay bolt tests are made when the boiler is filled with water there must be not less than fifty pounds pressure on the boiler. Should the boiler not be under pressure the test may be made after draining all the water from the boiler, in which case the vibration of the sheet will indicate any unsoundness. The latter test is preferable.

(c) *Method of Testing Flexible Stay Bolts.* All flexible stay bolts having caps over the outer ends shall have the caps removed at least once every sixteen months and also whenever the inspector considers the removal desirable in order to thoroughly inspect the stay bolts. The fire box sheets should be examined carefully at least once a month to detect any bulging or indications of broken stay bolts.

(d) *Broken Stay Bolts.* No boiler shall be allowed to remain in service when there are two adjacent stay bolts broken in any part of the fire box or combustion chamber, nor when three or more are broken in a circle four feet in diameter.

(e) *Tell Tale Holes.* All stay bolts shorter than eight inches, applied after January 1, 1911, except flexible bolts, shall have tell tale holes in outer end 3-16 inch in diameter and not less than 1½ inches deep. These holes must be kept open at all times. All stay bolts shorter than eight inches, except flexible bolts, shall be drilled when the locomotive is in the shop for heavy repairs or at other suitable opportunity, and this work must be completed prior to July 1, 1912.*

VI.

STEAM GAUGES. (a) *Location of Gauge.* Every boiler shall have at least one steam gauge which will correctly indicate the working pressure. Care must be taken to locate the gauge so that it will be kept reasonably cool, particularly in case of gauges located on the back head of boilers.

*NOTE: Applications from companies desiring to omit the use of telltale holes will be considered when it can be shown to the satisfaction of the Commission that unusual care is used in stay-bolt testing, both as to the frequency of tests and the selection of inspectors.

(b) *Siphon.* Every gauge shall have a siphon of ample capacity to prevent steam entering the gauge. The pipe connection shall enter the boiler shell direct, and shall be maintained steam tight between boiler and gauge.

(c) *Time of Testing.* Steam gauges should be tested at least once every month, and no boiler must be used over three months under any circumstances unless a thorough test has been made of the steam gauge.

VII.

SAFETY VALVES. (a) *Number and Capacity.* Every boiler shall be equipped with at least two safety valves, the capacity of which shall be sufficient to prevent, under any condition of service, an accumulation of pressure of more than 5 per cent. above the allowed steam pressure.

(b) *Setting of Valves.* Safety valves shall be set by the gauge employed upon the boiler, to pop at pressures not exceeding five pounds above the allowed steam pressure, the gauge in all cases to be tested before the safety valves are set or any change made in the setting. When setting safety valves the water level in the boiler must not be above the highest gauge cock.

(c) *Time of Testing.* Safety valves should be tested under steam at least once in every month, and no boiler may be used over three months under any circumstances unless the safety valves have been thoroughly tested.

VIII.

GAUGE COCKS AND WATER GLASS. (a) *Number and Location of Gauge Cocks.* Every boiler shall be equipped with a set of three or more gauge cocks. The lowest gauge cock shall not be less than three inches above the highest part of the crown sheet.

(b) *Water Glass.* When water glasses are used the lowest reading shall not be less than three inches above the highest part of the crown sheet. All water glasses shall be supplied with two valves or shut-off cocks, one at the upper and one at the lower connection to the boiler, and also a drain cock, so constructed and located that they can be easily opened and closed by hand.

(c) *Time of cleaning.* The spindles of all gauge cocks and water glass cocks shall be removed and cocks thoroughly cleaned of scale and sediment whenever the boiler is washed.

(d) *Water-glass Shield:* All tubular water-glasses must be equipped with a satisfactory shield to prevent the glass from flying in cases of breakage.

(e) *Water-glass Lamps:* All water-glasses must be supplied with a satisfactory lamp properly located to enable the engineer to easily see the water in the glass.

IX.

PLUGS IN FIRE TUBES. No boiler shall remain in service which has one or more fire tubes plugged at both ends of the tube unless the plugs are securely tied together by means of a rod not less than 5-8 inches in diameter.

X.

WASHING BOILERS. (a) *Time of Washing.* All boilers shall be thoroughly washed as often as the water conditions require, but not less frequently than once in thirty days. All boilers shall be considered as having been in continuous service between washouts unless the dates of the days that the boiler was out of service are properly certified on washout reports and the certificate of inspection.

(b) *Plugs to Be Removed.* When boilers are washed all washout, arch and water bar plugs must be removed.

(c) *Water Tubes.* Special attention must be given the arch and water tubes to see that they are free from scale and sediment.

(d) *Office Record.* An accurate record of all locomotive boiler washouts shall be kept in the office of the railroad company. The following information must be entered on the day that the boiler is washed.

(1) Number of locomotive;

(2) Date of washout;

(3) Dates of days on which the boiler was out of service since the last previous washout;

(4) Statement that boiler was washed;

(5) Signature of the boiler washer or inspector;

(6) Statement that spindles of gauge cocks and water glass cocks were removed and cocks cleaned;

(7) Signature of the boiler inspector or the employee who removed the spindles and cleaned the cocks.

XI.

STEAM LEAKS. (a) *Leaks under Lagging.* If a serious leak develops under the lagging an examination must be made and the leak located. If the leak is found to be due to a crack in the shell or to any other defect which may reduce safety, the boiler must be taken out of service at once and thoroughly repaired before it is reported to be in satisfactory condition.

(b) *Leaks in Front of Engineer.* All steam valves, cocks and joints, studs, bolts and seams shall be kept in such repair that they will not at any time emit steam in front of the engineer, so as to obscure his vision.

XII.

FILING OF REPORTS. (a) *Specification Card.* A specification card containing the results of the calculations made in determining the working pressure and other necessary data, shall be filed in the office of the Pennsylvania State Railroad Commission for each locomotive boiler. A copy shall also be filed in the office of the chief mechanical officer having charge of the locomotive. Every specification card shall be verified by the oath of the engineer making the calculations, and shall be approved by the chief mechanical officer.

For boilers in service prior to January 1, 1911, these specification cards shall be filed as promptly as thorough examination and accurate calculation will permit. Where accurate drawings of boilers are available, the data for specification card, may be taken from the drawings and such specification cards must be completed and forwarded prior to September 1, 1911.

Where accurate drawings are not available, the required data must be obtained at the first opportunity when general repairs are made, or when flues are removed. The specification cards must be forwarded within one month after examination has been made and all examinations must be completed and specification cards filed prior to January 1, 1913, flues being removed, if necessary, to enable the examination to be made before this date.

For each locomotive boiler put in service after January 1, 1911, a specification card, containing the required information must be filed within ten days after the boiler is put in service.

(b) *Report of Alterations:* A report of alterations must be filed whenever alterations are made affecting the strength of the boiler. This report must also be filed whenever new shell sheets or patches on the shell are applied. Also whenever the number of flues, number or size of safety valves, or the location of water-glass or gauge cocks are changed.

Whenever changes are made in the longitudinal seams a detail drawing should be attached to this report. It is not necessary to file this report when repairs are made to the firebox or flues only.

This report must be filed within ten days after the alterations are completed.

Whenever a boiler is removed from a locomotive a report must be filed showing what disposition is made of the boiler.

(c) *Certificate of Inspection.* Not less than once in three months and within ten days after each inspection, a Certificate of Inspection, shall be filed with the Pennsylvania State Railroad Commission, for each locomotive boiler used by a railroad company, and a copy shall be filed in the office of the chief officer having charge of the locomotive. A copy shall also be placed under glass in a conspicuous place in the cab of the locomotive before the boiler inspected is put into service. Each certificate shall give the number and the condition of the boiler inspected, the date of the inspection and other required details, and each certificate shall be verified by the oath of the inspector.

(d) *Reporting Washouts.* The railroad company's inspector shall examine the record of boiler washouts on file in the company's office not less frequently than once every three months, and if he is satisfied of its accuracy he shall enter the dates of every washout made during the preceding three months on the Certificate of Inspection. The inspector must not accept records of boiler washouts unless they conform to the requirements of section X.

(e) *Withdrawal Notice:* When a certificate of inspection is due and the boiler is not inspected, the same must be taken out of service and a withdrawal notice signed by the official responsible for the operation of the locomotive must be filed within ten days after the expiration of the certificate of inspection.

XIII.

EXTENSION OF TIME. In the case of a boiler not in continuous service, and where satisfactory proof of this is made, an extension of time may be granted for the removal of flues and lagging, removal of caps from flexible stay-bolts for giving hydrostatic tests, for washing the boiler and cleaning the water-glass and gauge-cocks. The said extension of time is not to exceed the number of days the boiler is out of service. No extension of time will be granted when the boiler is out of service less than ten consecutive days.

XIV.

COPIES OF REGULATIONS. The chief mechanical officer of each railroad company shall keep each inspector of locomotive boilers under his supervision supplied with a copy of these regulations. Copies can be obtained upon application to the Secretary of the Pennsylvania State Railroad Commission, Harrisburg, Pa.

XV.

GENERAL PROVISIONS CONCERNING INSPECTION. (a) *Railroad Company to Cause Inspections to be Made.* It shall be the duty of every railroad corporation operating by steam power, within the State of Pennsylvania, and of its directors, managers or superintendents to cause thorough inspections, as specified in these regulations, to be made of the boilers and their appurtenances of all the steam locomotives which shall be used or permitted to be used by such corporation, or corporations, on said railroads.

(b) *Inspectors.* Said inspections shall be made under the direction and superintendence of said corporations, or the directors, managers or superintendents thereof, by persons of suitable qualifications and attainments to perform the services required of inspectors of boilers, and who from their knowledge of the construction and use

of boilers and the appurtenances therewith connected, are able to form a reliable opinion of the strength, form, workmanship and suitableness of boilers, to be employed without hazard of life, from imperfections in material, workmanship or arrangement of any part of such boiler and appurtenances.

(c) *Boiler Requirements.* All such boilers so used shall comply with the following requirements: The boilers must be made of good and suitable materials; the openings for the passage of water and steam respectively, and all pipes and tubes exposed to heat shall be of proper dimensions; the safety valves, water glass, gauge cocks and steam gauges, shall be of such construction, condition and arrangement that the same may be safely employed in the active service of the railroad corporation without peril to life; and each inspector shall satisfy himself by thorough examination that said requirements have been fully complied with. No boiler nor any connection therewith shall be approved which is unsafe in its form, or dangerous from defects, workmanship, or other cause.

APPENDIX "I."

Draft of a Proposed Act Relative to Trespassing on the Private Rights-of-way of Steam and Electric Railways.

DRAFT OF A PROPOSED ACT RELATIVE TO TRESPASSING ON THE PRIVATE RIGHTS-OF-WAY OF STEAM AND ELECTRIC RAILWAYS.

AN ACT.

Making trespassing on the tracks or roadbed of any railroad, street railway, or electric railway, other than on a public road or street, a misdemeanor and providing for the arrest, conviction and punishment of such offenders.

Section 1. Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania, in General Assembly met, and it is hereby enacted by the authority of the same, That on and after the passage of this act any person trespassing on the tracks or roadbed of any railroad, street railway, or electric railway, other than on a public road or street, shall be guilty of a misdemeanor and upon conviction thereof before any alderman, magistrate, or justice of the peace, shall be sentenced to pay the costs and a fine of not more than five dollars ($5.00), or be committed to the county jail for a period not exceeding ten (10) days.

Section 2. Any constable or police officer having knowledge or being notified of any violation of this act shall forthwith arrest such offender and take him before any alderman, magistrate, or justice of the peace of the city, borough or county, or any such alderman, magistrate, or justice of the peace shall, upon information made, issue a warrant or capias for the arrest of such offender, and in either case the alderman, magistrate or justice of the peace shall, upon the person charged being brought before him, forthwith proceed to hear and determine the case.

APPENDIX "J."

Draft of a proposed act relative to the regulation of Grade Crossings of Highways by Railroads and Street Railways.

DRAFT OF A PROPOSED ACT RELATIVE TO THE REGULATIONS OF GRADE CROSSINGS OF HIGHWAYS RAILROADS AND STREET RAILWAYS.

AN ACT.

To amend a part of Section 14 of an act approved May 31st, 1907, entitled "An act to provide for the appointment of a Railroad Commission, etc.," so as to give said Commission the power to recommend what safety appliances and regulations should be adopted at grade crossings of public roads and streets, except in cities of the first and second classes, by railroads, street railways, electric railways or other common carriers where such grade crossings already exist or may hereafter be constructed without the recommendation of said Commission, or without any order of Court, prescribing what safety appliances and regulations should be maintained.

Section 1. Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania, in General Assembly met, and it is hereby enacted by the authority of the same, That the part of section 14 of the act approved May 31st, 1907, entitled "An act to provide for the appointment of a Railroad Commission, etc.," which reads as follows: "The Commission shall have power to recommend the manner, under existing laws, in which one railroad, street railway, electric railway, or other common carrier may cross another railroad, street railway, or electric railway at grade, or above or below grade, and what safety appliances and regulations should be adopted at such crossings, or at existing grade crossings of railroads, street railways, electric railways, or other common carriers, with other railrods, street railways, and electric railways, for the protection of the public and the prevention of accidents," be and the same is hereby amended to read as follows:

The Commission shall have power to recommend the manner, under existing laws, in which one railroad, street railway, electric railway, or other common carrier, may cross another railroad, street railway or electric railway at grade, or above or below grade, and what safety appliances and regulations should be adopted for the protection of the public and the prevention of accidents at such crossings, or at grade crossings now existing, or that may hereafter be constructed without the recommendation of the Commission, or the order of a Court prescribing such appliances and regulations, of railroads, street railways, electric railways, or other common carriers, with other railroads, street railways and electric railways, and with public roads and streets, except in cities of the first and second classes.

APPENDIX "K."

Act of May 31, 1907, Creating the Pennsylvania State Railroad Commission.

ACT OF MAY 31, 1907, CREATING THE PENNSYLVANIA STATE RAILROAD COMMISSION.

AN ACT.

To provide for the appointment of a Railroad Commission; prescribing the membership of said Commission, the manner and term of the appointment of its members; defining their powers and duties with reference to common carriers, and in relation to making recommendations to the Attorney General and Secretary of Internal Affairs concerning the regulation, control, and management of common carriers within the Commonwealth; defining what the term "common carrier" shall include; providing for the appointment of subordinate officers and the employment of expert and clerical employes by said Commission; fixing the salaries of the members of said Commission and its subordinate officers; providing for the compensation of its employes; limiting the annual expense of said Commission; and making an appropriation for the payment thereof.

Section 1. Be it enacted, &c., That a Commission is hereby created, to be known as the Pennsylvania State Railroad Commission, which shall be composed of three competent persons, appointed by the Governor, by and with the advice and consent of the Senate, at least one of whom shall be learned in the law. The Commissioners first appointed under this act shall continue in office for the term of three, four, and five years, respectively, as designated by the Governor in making said appointemnts, from the first Monday of January, Anno Domini one thousand nine hundred and eight, and until their respective successors shall have been appointed and shall have qualified; but their successors shall be appointed for the term of five years; and when a vacancy shall occur in the office of any Commissioner, a Commissioner shall, in like manner, be appointed for the residue of the term. If the Senate shall not be in session when this act is approved or a vacancy occurs, the Governor shall appoint the original Commission, or, in case of a vacancy appoint a commissioner to fill such vacancy subject to the approval of the Senate when convened. No vacancy in the Commission shall impair the right of the remaining Commissioners to exercise all the rights of the Commission. The Governor shall designate one of the members of said Commission as chairman thereof, who, when present, shall preside at all meetings, and in his absence the member whose term will first expire shall preside.

Section 2. The Commission shall have a secretary, an attorney, and a marshal, who shall be appointed by it, subject to the approval of the Governor, and serve during its pleasure. The secretary shall keep a full and faithful record of the proceedings of the Commission, and be the custodian of its records, and file and preserve at its general office all books, maps, documents, and papers entrusted to its care, and be responsible to the Commission for the same. Under the direction of the Commission, he shall be its chief executive officer; shall have general charge of its general office, superintend its clerical business, conduct its correspondence, be the medium of its decisions, recommendations, and requests, prepare for service such papers and notices as may be required of him by the Commission, and perform such other duties as the Commission may prescribe; and he shall have power to administer oaths in all cases pertaining to the duties of his office. He shall have the power to designate, from time to time, one of the clerks appointed by the Commission, to act as assistant secretary during his absence from the county of Dauphin, and the clerk so appointed, for the time designated, shall, within the county of Dauphin only, possess the powers conferred by this section upon the secretary of the Commission.

The attorney shall attend the hearings of the Commission, conduct the examination of witnesses when requested to do so by the Commission, assist the Attorney General in all actions brought by him incidental to the recommendations and rulings of the Commission, and perform such other duties as may be required of him by the Commission.

The marshal shall attend the hearings of the Commission, serve such papers as the Commission may direct, and perform such other duties as may be required by the Commission.

Section 3. The Commission may also, as occasion may require, appoint, to serve during its pleasure, the following officers, or any of them: An accountant, who shall be thoroughly skilled in railroad accounting, and who shall, under the direction of the Commission, make examinations of the books and accounts of common carriers, supervise the quarterly and annual reports made by them to the Commission and perform such other duties as the Commission may prescribe; an inspector, who shall be a civil engineer, skilled in railroad affairs; also an inspector, who shall be an expert in electrical affairs; each of whom shall make such inspection of railroads and other matters relating thereto as directed by the Commission, and report to it. The Commission may also employ such additional clerical force as may be necessary for the transaction of its business, and such engineers, accountants, and other experts, whose services they may deem to be of temporary importance in conducting an invesigation authorized by law, as said Commission may deem neccesasry.

Section 4. Each Commissioner and every person appointed to office by the Commission shall, before entering upon the duties of his office, take and subscribe the constitutional oath of office. No person shall be appointed a member of the Commission, or hold any office, place or position under it, who occupies any official relation to any common carrier, doing business in the State of Pennsylvania or elsewhere, or owns stocks or bonds therein, or who is in any manner pecuniarily interested therein, directly or indirectly; nor shall any member officer, or employe of the Commission, either personally or through a partner or agent, render any professional services for or against any common carrier subject to the provisions of this act, except as herein provided.

Section 5. The principal office of the Commission shall be in the city of Harrisburg, in rooms designated by the Board of Public Grounds and Buildings; and the Commission, or a quorum thereof, shall meet in Harrisburg as often as shall be requisite for the performance of its duties.

The Commission shall have an official seal, to be prepared by the Secretary of the Commonwealth; and its offices, upon the requisition of the secretary of the said Commission, shall be supplied with the necessary stationery, office-furniture, and supplies by the Board of Public Grounds and Buildings; and provision for the necessary funds for the same shall be made as an item in the Board of Public Grounds and Buildings fund in the general appropriation bill; and said Commission shall have prepared for it, by the Superintendent of Public Printing and Binding, the necessary books, maps, printing, and stationery for the discharge of its duties, which shall be furnished upon the requisition of its secretary.

The Commission may conduct its proceedings in such manner as will best conduce to the proper dispatch of business and to the ends of justice. A majority of the Commission shall constitute a quorum for the transaction of business; but no Commissioner shall participate in any hearing or proceedings in which he has any pecuniary interest. Said Commission may, from time to time, make or amend such general rules or orders as it may determine for the orderly regulation of proceedings before it, including forms of notices and the service thereof. Any party may appear before said Commission, and be heard in person or by attorney. Every vote and official act of the Commission shall be entered of record, and its pro-

ceedings shall be public upon the request of either party interested. All examinations or investigations made by the Commission may be held and taken by and before any of the Commissioners, by order of the Commission, and the proceedings, recmmendations, and decisions of such single Commissioner shall be deemed to be the proceedings, recommendations, and decisions of the Commission when approved and confirmed by it.

Section 6. The term "common carrier," as used in this act, shall apply to all corporations, or any person or persons, within the State, engaged in the transportation of freight or passengers by means of railroads or by water, or partly by railorad and partly by water, including electric railway companies, street railway companies, elevated railway companies, underground, elevated, or subway passenger railway companies, bridges and ferries, when used in connection with the transportation of freight or passengers upon any such railroad or railway; pipe-line companies engaged in the transportation of oil, either by means of pipe-lines, or by water, or partly by means of pipe-lines and partly by means of railroads or railways, or partly by means of pipe-lines and partly by means of water; sleeping and drawing-room car companies engaged in transporting passengers upon any such railroad; express companies engaged in transporting property upon any such railroad, electric railway, street railway, or by water; and telegraph or telephone companies.

Section 7. The Commission shall have power to administer oaths in all matters in relation to its duties, so far as necessary to enable it to discharge such duties. It shall have full power and authority to inquire into the management of the business of all common carriers, including freight and passenger rates and tariffs, the equitable distribution of cars, the granting of sidings and regulation of crossings, the location of freight and passenger stations, the adequacy of facilities for the carriage and transportation of freight and passengers, the use and compensation for cars owned or controlled by persons other than the carrier, and, generally, all matters incident to the performance of their public duties, and their compliance with the provisions of their charters and the laws of the land.

Section 8. Any person, firm, corporation, or any mercantile, agricultural, or manufacturing society, or any body politic or municipal organization, complaining of any thing done or omitted to be done by any common carrier subject to the provisions of this act, in violation of law or of any decision, regulation or recommendation of the Commission, may apply to the Commission by petition, which shall briefly state the facts; whereupon a statement of the charges thus made shall be forwarded by the Commission to such common carrier, who shall be called upon to satisfy the complaint, or to answer the same, in reasonable time, to be specified by the Commission. If such common carrier, within the time specified, shall make reparation for the injury alleged to have been done, said carrier shall be relieved of liability to the complainant, only for the specific violation of law complained of. If such common carrier shall not satisfy the complaint, within the time specified, and there shall appear to be any reasonable ground for investigating said complaint, it shall be the duty of the Commission to investigate the matters complained of, in such manner and by such means as it shall deem proper. Said Commission may institute any inquiry of its own motion, in the same manner and to the same effect as though complaint had been made. No complaint shall, at any time, be dismissed because of the absence of direct damage to the complainant. The Commission is authorized and empowered, and it shall be its duty, whenever, after full hearing upon a complaint as aforesaid, it shall be of the opinion that any of the rates or charges whatsoever, demanded, charged or collected by any common carrier or carriers subject to the provisions of this act are unjust or unreasonable, or unjustly discriminatory or unduly preferential or prejudicial, or otherwise in violation of any provision of law, or that any regu-

lation or practice in respect to transportation is unjust, unfair, or unreasonable, and in violation of law, to decide and recommend what will be the just and reasonable rate or rates, charge or charges to be thereafter observed in such case as the maximum to be charged, and what regulation or practice in respect to transportation is just, fair, and reasonable, to be thereafter followed.

Section 9. If the owner of property transported by common carriers subject to the provisions of this act, directly or indirectly renders any service connected with such transportation, or furnishes any instrumentality used therein the charge and allowance therefor shall not be more than is just and reasonable, and the Commission may, after hearing on a complaint, determine what is a reasonable charge as the maximum to be paid by the carrier or carriers for the services so rendered or for the instrumentality so furnished.

Section 10. The Commissioners, or any of them, in the performance of their official duties, or any person in the office of said Commission and specially delegated by the Commission for that purpose, may enter and remain during business hours in, the cars, offices, and depots, and upon the railroads, of any common carrier, within the State or doing business therein, and may examine the books and affairs of any such common carrier; and in all proceedings before the Commission, under a complaint duly filed, the Commission shall have power to require, by subpoena, the attendance and the testimony of the witnesses, and the production of all books, papers, tariffs, contracts, agreements, and documents relating to any matter embraced within said complaint.

And in case of disobedience to a subpoena, the Commission, or any party to a proceeding before the Commission may invoke the aid of a court of common pleas, within whose jurisdiction the complaint is carried on, in requiring the attendance and testimony of witnesses, and the production of books, papers, and documents, under the provisions of this section.

Any of the common pleas courts of this State, within whose jurisdiction such hearing or complaint is being carried on, may in case of contumacy or refusal to obey a subpoena, issue to any common carrier subject to the provisions of this act, or other persons, an order requiring such common carrier or other person to appear before said Commission,—and produce books and papers, if so ordered,—and give evidence touching the matter in question; and any failure to obey such order of the court may be punished by said court as contempt thereof.

The claim that any such testimony or evidence, documentary or otherwise, may tend to criminate the witness giving such evidence, or subject him to a penalty of forfeiture, shall not excuse such witness from testifying; but no person shall be prosecuted, or subjected to any penalty or forfeiture, for or on account of any transaction, matter, or thing concerning which he may testify or produce evidence, documentary or otherwise, before said Commission, or in obedience to its subpoena or the subpoena of the said court: Provided, That no person testifying shall be exempt from prosecution and punishment for perjury in so testifying. If such person be an officer or director of a common carrier subject to the provisions of this act, being a party to the proceedings before the Commission, or if any person, being an officer or director of such common carrier, shall absent himself from the jurisdiction of the State, or conceal himself, for the purpose of avoiding service of such subpoena, he shall be adjudged guilty of contempt; and the said court of common pleas may impose a fine, not less than one hundred dollars for each day during the continuance of such refusal or neglect; and if the said court shall find that the neglect or refusal of such witness is occasioned by the advice or consent of such common carrier, in default of payment of said fine the same shall be collected from said common carrier, by an action in the said court of common pleas in any county in the State, as other like fines and penalties are now recovered by law. Imprisonment for contempt shall be by commitment to the county jail of the county in which such hearing is held.

Section 11. The Commission may also take testimony upon, and have a hearing for and against, any proposed change of law relating to common carriers, or of the general railroad law, if requested to do so by the Secretary of Internal Affairs, the Legislature, or by the Committee on Railroads of the Senate or House of Representatives, or by the Governor; and may take such testimony, and have such a hearing, when requested by any of said common carriers, corporation, or person interested; and shall recommend and draft such bills as will, in its judgment, protect the interests of the public in connection with common carriers.

Section 12. The Commission may require every common carrier, subject to its jurisdiction, to file with it a copy of its annual reports, as filed with the Interstate Commerce Commission of the United States; and as to all common carriers subject to this act, and not subject to the Interstate Commerce Commission, may require that such common cariers file annual reports in the form prescribed by the Commission.

Section 13. The Commission shall investigate the cause of any accident on the lines or property of any common carrier, resulting in loss of life or injury to persons, within thirty days of the happening of said accident, when, in their judgment said accident shall require investigation; and shall advise said common carrier of the result of said investigation, within sixty days from the happening of said accident, and shall include the result of said investigation in their reports. Before making any such examination or investigation, under this section, reasonable notice shall be given to the corporation, person, or persons, conducting and managing such common carrier, of the time and place of commencing the same. The general superintendent or manager of every common carrier shall inform the Commission of any such accident immediately after its occurence.

If the examination of the books and affairs of a common carrier, or of witnesses in its employ, shall be necessary in the course of any hearing on complaint, as hereinbefore provided, or examination or investigation into its affairs, the Commission, or a member thereof designated by it, shall sit for such purpose, in the city or town of this State where the principal business office of such common carrier is situated, if requested so to do by the common carrier; but the Commission may require copies of books and papers, or abstracts thereof, to be sent to it to any part of the State. The Commission may issue commissions to take the testimony of absent, infirm, or waygoing witnesses, according to the rules of the courts of equity.

Section 14. The Commission shall have power to recommend the manner, under existing laws, in which one railroad, street railway, electric railway, or other common carrier, may cross another railroad, street railway, or electric railway, at grade, or above or below grade, and what safety appliances and regulations should be adopted at such crossings, or at existing grade-crossings of railroads, street railways, electric railways, or other common carriers, with other railroads, street railways, and electric railways, for the protection of the public and the prevention of accidents.

The Commission shall also have power to recommend the form in which schedules or tariffs of rates, fares, charges, and distribution of cars shall be posted and published, and make such change or changes therein, from time to time, as shall be found expedient.

Section 15. If it shall appear to the Commission that any common carrier, subject to the provisions of this act, has violated any provision of law, or neglected in any respect to comply with the terms of its charter, or unjustly discriminates in its charges for services, or usurps any authority not granted by law, it shall give notice, in writing, thereof to the said common carrier; and, if the violation, neglect, or refusal is continued after such notice, the Commission shall forthwith certify the matter to the Attorney General of the Commonwealth, for such action according to law as the public interests may require.

Section 16. Every recommendation, decision, or ruling of the Commission shall be forthwith forwarded, by mail, to the president, secretary, or other chief officer, of the common carrier affected thereby, at his usual place of business, and a copy thereof and the registered mail-receipt shall be prima facie evidence of the receipt of said recommendation, decision, or ruling by the person to whom addressed, in due course of mail.

The Commission is authorized to modify its recommendations, decisions, or rulings, upon such notice and in such manner as it shall deem proper. It shall be the duty of said common carrier, within thirty days from the receipt of notice of the making of any recommendation, decision, or ruling, to notify the Commission of its intention to comply or to refuse to comply therewith.

Section 17. If, after an examination of the same, it shall appear to the Commission that any of the rates or charges established or demanded by any common carrier are excessive and unreasonable; or that repairs, additions, alterations, or changes in or upon any property of a common carrier, subject to the provisions of this act, and used by it as such are necessary; or that any additional stations are necessary; or additional train-service to any station; or that any addition to the rolling-stock, or any addition to or change of a station or station-houses, are necessary; or that additional terminal facilities should be afforded; or that any change of the rates of fare for transporting freight or passengers, or in the mode of operating the road, or conducting its business, are reasonable and expedient, in order to promote the security, convenience, and accommodation of the public,—the Commission shall give notice thereof, and information in writing, to the common carrier, of the improvement and changes which said Commission deem proper, and shall give such common carrier an opportunity for a full hearing in relation thereto; and if the common carrier refuses or neglects to make such repairs, improvements, or changes within a reasonable time after such information and hearing, or fails to satisfy the Commission that no action is required to be taken by it, the Commission shall certify to the Secretary of Internal Affairs and the Attorney General of the Commonwealth the facts relating thereto, for their action according to law, as the public interests may require, and report the same in detail in its next succeeding report to the Governor.

The Commission may, whenever in its opinion the public interests require, in connection with any proposed increase in the capital stock, bonds, or other fixed indebtedness of any common carrier subject to the provisions of this act, employ competent experts to investigate the character, cost, and valuation of the property of such common carrier, and the necessity for the proposed increase of capital or indebtedness, and shall report to the Secretary of Internal Affairs of the Commonwealth the result of such investigation, for his consideration and action.

Section 18. No examination, request, or advice of the Commission, nor any investigation or report made by it, shall impair in any manner or degree the legal rights, duties, or obligations of any common carrier, or its legal liabilities for the consequences of its act, or of the neglect or mismanagement of any of its agents or employes.

Section 19. Every common carrier subject to the provisions of this act shall, on request, furnish the Commission any necessary information required by said Commission concerning the rates of freight, for transporting freight and passengers upon its road and other roads with which its business is connected, and the condition, management, and operation of its road, and shall, on request, furnish to the Commission copies of all contracts and agreements, leases, or other engagements entered into by it with any person or corporation. The Commissioners shall not give publicity to such information, contracts, agreements, leases, or other engagements, if, in their judgment, the public interest do not require it, or

the welfare and prosperity of the common cariers of the State might be thereby affected. The enumeration of powers, as herein set forth, shall not exclude any power which the Commission would otherwise have under the provisions of this act.

Section 20. All subpoenas shall be issued by the secretary, when directed by the Commission or by any two members thereof, and may be served by any person of full age, authorized by the Commission to serve the same. The fees of witnesses before the Commission shall be two dollars for each day's attendance and five cents for every mile of travel, by the nearest generally-traveled route, in going to and returning from the place where the attendance of the witness is required. The fees for service of subpoenas shall be the same as those allowed sheriffs for similar services, and such fees, and the fees and mileage of witnesses, shall be audited by the Auditor General, and paid by the State Treasurer on a certificate of the secretary of the Commission, out of moneys appropriated for such purposes.

The Commission shall charge and collect the following fees: For copies of papers and records, not required to be certified or otherwise authenticated by the Commission, ten cents for each folio of one hundred words; for certified copies of official documents filed in its office, fifteen cents for each folio, and one dollar for every certificate, under seal, affixed thereto; for each certified copy of the quarterly report made by a railroad corporation to the Commission, fifty cents; for each certified copy of evidence and for proceedings before the Board, fifteen cents for each folio. No fees shall be charged or collected for copies of papers, records, or official documents furnished to public officers for use in their official capacity, or for the annual reports of the Commission in the ordinary course of distribution. All fees charged and collected by the Commission shall be paid, as received, to the State Treasurer, for the use of the Commonwealth, accompanied by a detailed statements thereof, a copy of which shall be filed with the Auditor General.

Section 21. The Commission shall make an Annual Report, on or before the second Monday of January in each year, to the Governor, and a duplicate thereof shall be filed with the Secretary of Internal Affairs, which shall contain:

First.—A record of their meetings, and an abstract of their proceedings during the preceding year.

Second.—The result of any examination or investigation made by them.

Third.—Such statements, facts, and explanations as will disclose the actual workings and operations of common carriers in their relations to the business and prosperity of the State; and such suggestions as to the general policy of the State, or the amendment of its laws, or the condition, affairs, or conduct of any common carrier, as may seem to them appropriate.

Fourth.—Drafts of all bills suggested or recommended by them and the reasons therefor.

Fifth.—Such tables and abstracts of all the reports of all the common carriers as they may deem expedient.

Sixth.—A statement in detail of the traveling expenses and disbursements of the Commissioners, their clerks, marshal, and experts.

Two thousand five hundred copies of the Report, with the reports of the common carriers of the State, shall be printed as a public document of the State, bound in cloth, for the use of the Commissioners, and to be distributed by them, in their discretion, to the officers of the common carriers and other persons interested therein.

Copies of all official documents, filed or deposited according to law in the office of the Commission, shall be evidence in like manner as the original.

Section 22. The Commission shall certify each of its decisions, rulings, and recommenudations to the Secretary of Internal Affairs of the Commonwealth and the Attorney General, for their consideration and action according to law, as the

public interests may require. Copies of said decisions, rulings, and recommendations shall be furnished to the complainant and the common carrier or carriers affected thereby.

Nothing in the act shall be construed to impair the power and authority of the Secretary of Internal Affairs, in the exercise of the general supervision over railroads, canals, and other transportation companies, vested in him by the Constitution and laws of this Commonwealth.

Section 23. The annual salary of each Commissioner shall be eight thousand dollars; of the secretary, four thousand dollars; of the attorney, four thousand dollars, of the marshal, twenty-five hundred dollars; and the compensation of the accountant and of the inspector, and of such other employes as the Commission may from time to time employ, shall be such sums as the Commission may fix. In the discharge of their official duties, the Commissioners shall have reimbursed to them the necessary and acutal traveling expenses and disbursements of themselves, their officers, clerks, and experts. All salaries and disbursements, when properly certified by the secretary of the Commission, shall be audited and allowed by the Auditor General, who shall draw his warrant therefor upon the State Treasurer, to be paid out of moneys appropriated for such purposes.

Section 24. The total annual expense of the Commission in carrying into effect the provisions of this act shall not exceed one hundred thousand dollars; and the sum of one hundred and fifty thousand dollars, or so much thereof as may be necessary, is hereby specifically appropriated for the payment of said expenses for the fiscal years ending May thirty-first, Anno Domini one thousand nine hundred and nine.

Section 25. This act shall go into effect on the first Monday of January, Anno Domini one thousand nine hundred and eight; and all laws or parts of laws inconsistent herewith are hereby repealed.

APPENDIX "L."

Rules of Practice Before the Pennsylvania State Railroad Commission.

RULES OF PRACTICE

BEFORE THE

PENNSYLVANIA STATE RAILROAD COMMISSION.

Rule 1.

GENERAL SESSIONS.—The office of the Commission in the Capitol Building in the city of Harrisburg shall always be open during business hours, legal holidays and Sundays excepted.

The regular sessions of the Commissions shall be held at its office in the Capitol Building at Harrisburg on the first Tuesday of each month, except the months of August and September, and excepting when such meeting days fall on a legal holiday when it shall be held on the next day thereafter.

Rule 2.

COMPLAINTS.—No particular form of complaint is required. The name of the corporation complained against must be stated in full, and the full name and post office address of the complainant, with the full name and address of his attorney or counsel, if any, must be given. The act or omission complained of, together with the facts and conditions generally relating thereto, must be stated with precision, and if such act or omission is claimed to be in a violation of any statute, attention should be called to the section of the statute relied upon. Complaints need not be sworn to. Three copies for each party to the record of every formal pleading shall be filed with the original for the use of the Commission and the adverse party, if desired. All papers filed shall be written on one side of the sheet only.

Rule 3.

SATISFACTION OF COMPLAINT AND ANSWER, UNDER SECTION 8 OF THE RAILROAD COMMISSION LAW.—The person or corporation complained against shall satisfy the complaint or make answer thereto within fifteen days. If the complaint is satisfied, both the complainant and respondent must notify the Commission thereof promptly and give the terms of the settlement.

Rule 4.

HEARINGS UPON ANSWER TO COMPLAINTS UNDER SECTION 8 OF THE RAILROAD LAW.—After the filing of an answer to the complaint as provided in Rule 3, a time and place for hearing upon the issue may be appointed, notice of which will be served upon all parties and the proceedings thereafter will be as the Commission shall from time to time direct.

Rule 5.

OTHER COMPLAINTS.—Complaints which, in the opinion of the Commission, are not of such nature as to permit of their satisfaction under the provisions of Section 8 of the Railroad Commission Law may be investigated by it in such manner as it deems proper without notice to the person or corporation complained against. A copy of the complaint and of the report, if any, upon the ex parte investigation may be served by mail upon the party or corporation complained against, who shall be requested to make answer to the same within fifteen (15 days.

Upon receipt of such answer a time and place may be appointed for a hearing upon the complaint and answer, notice of which will be served by mail on all parties and the proceedings thereafter will be as the Commission shall from time to time direct.

Rule 6.

ANSWERS.—The answer must specifically admit or deny the material allegations of the complaint. If any or all of the allegations of the complaint are denied, the answer must set forth the facts as claimed to be by the party answering.

Rule 7.

NOTICE IN NATURE OF DEMURRER.—A person or corporation complained against, who deems the complaint insufficient to show a breach of legal duty, may, instead of answering or formally demurring, serve on the complainant and the Commission notice of its claim of such insufficienecy, and in such case the facts stated in the complaint will be deemed admitted. Upon receiving such notice the complainant shall make such reply thereto as he may desire, and serve copy thereof on the respondent and file a copy with the Commission, and thereupon the Commission will determine the legality of the complaint and notify the parties of such decision and whether any other action is deemed proper or necessary.

Rule 8.

AMENDMENTS.—Amendments to any complaint, petition, answer or other paper filed in any proceeding or investigation may be allowed by the Commission in its descretion.

Rule 9.

ADJOURNMENTS AND EXTENSIONS OF TIME.—Adjournments and extensions of time may be granted upon application of any party in the discretion of the Commission. Applications for extensions of time of hearings shall be accompanied by an affidavit showing a necessity therefor.

Rule 10.

STIPULATIONS.—The parties to any proceedings or investigation before the Commission may, by stipulation in writing filed with the Secretary, agree upon the facts or any portion thereof involved in the controversy, which stipulation shall be regarded and used as evidence on the hearing. It is desirable that the facts be thus agreed upon wherever practicable.

Rule 11.

DISMISSAL FOR FAILURE TO PROSECUTE COMPLAINT.—Whenever the complainant in any case refuses or neglects to furnish the Commission with additional information or to perform any act, regarded by the Commission as necessary or desirable for the proper and further elucidation, investigation or prosecution of the case, for a period of fifteen (15) days after requested so to do, the Commission may forthwith dismiss the case, unless, in its opinion, it is of sufficient public interest and corcern to demand its further prosecution and determination, in which event subsequent proceedings may be conducted as if the case had been instituted by the Commission.

Rule 12.

PRACTICE ON HEARINGS.—The complainant must in all cases establish the facts alleged to constitute a violation of the law, unless the defendent admits the same or fails to answer the complaint. The defendant must also give evidence of the facts alleged in the answer, unless admitted by the complainant, and must fully disclose its defense at the hearing. Witnesses may be examined orally before the Commission unless the facts be stipulated. In case of failure to answer, the Commission will take such proof of the facts as may be deemed proper and reasonable and make such order thereon as the circumstances of the case appear to require.

Rule 13.

DOCUMENTARY EVIDENCE.—Where relevant and material matter offered in evidence is embraced in a written or printed statement, book or document of any kind containing other matter not material or relevant and not intended to be put in evidence, such statement, book or document in whole shall not be received or allowed to be filed, but counsel or other party offering the same shall present in convenient and proper form for filing, a copy of such material and relevant matter, and that only shall be received and allowed to be filed as evidence and a part of the record; provided, however, if practicable, such matter may be read and taken down by the stenographer as a part of the record. If the correctness of such copy is questioned the same shall be verified by an examination of the original in such a manner as the Commission may direct.

Rule 14.

COMMISSIONS TO TAKE TESTIMONY.—The testimony of any witness may be taken by deposition, at the instance of a party, in any proceedings or investigation before the Commission, and at any time after the same is at issue. The Commission may order testimony to be taken by deposition, in any proceeding or investigation pending before it, at any stage of such proceeding or investigation. Such deposition may be taken before any judge of any court of the United States, or any commissioner of a circuit, or any clerk of a district or circuit court, or any justice or judge of a supreme or superior court, judge of a court of common pleas of any of the United States, or any notary public, not being of counsel or attorney to either of the parties, or otherwise interested in the proceeding or investigation. The same notice of taking deposition that is required by the Pennsylvania Equity rules in taking deposition in civil cases must be given in writing by the party or his attorney proposing to take such deposition to the opposite party or his attorney of record, which notice shall state the name of the witness and the time and place of the taking of his deposition, and like notice shall be given the Secretary.

Every person whose deposition is taken shall be sworn (or may affirm) to testify the whole truth, and shall be carefully examined. His testimony shall be reduced to writing, which may be typewriting, by the magistrate taking the deposition, or under his direction, and shall, after it has been reduced to writing, be subscribed by the witness.

Rule 15.

BRIEFS.—Upon all contested hearings, unless otherwise specially ordered, printed briefs containing legal arguments and citations of cases relied upon shall be filed on behalf of the parties. They shall contain an abstract of the evidense relied upon by the party filing the same, and in such abstract reference shall be made to the pages of the minutes where the evidence appears. The abstract of the evidence shall follow the statement of the case and precede the argument. Briefs shall be filed with the Commission and served upon the adverse party or parties by the complainant within fifteen days after the receipt of copy of the testimony where the same is ordered, otherwise after the same has been concluded, and by the other party or parties within ten days after receipt of complainants brief, and the complainants shall have five days additional time for reply. Different times may be specially ordered in any case. Ten copies of each brief shall be filed for the use of the Commission with the Secretary, and shall be accompanied by an affidavit showing service upon the adverse party. Three copies shall, in each case, be served upon the adverse party. Briefs and other papers shall be printed and shall be ten inches long and seven inches wide, with the printed page seven inches long and three and one-half inches wide, except in special cases: when, in the opinion of the Commission printing is impracticable, upon special order they may be typewritten.

Rule 16.

FINANCIAL CONDITION, TERM AS USED IN THESE RULES DEFINED.—Whenever a party is required to set forth or disclose its financial condition, such financial condition shall be given, so far as practicable, in appropriate schedules annexed to and referred to and properly designated in the petition. Such schedules shall show the following: (1) Amount and kinds of stock authorized; (2) amount and kinds of stock issued; (3) terms of perference of all preferred stock; (4) brief description of each mortgage upon property of the party, giving date of execution, name of trustee, amount of indebtedness authorized to be secured thereby and amount of indebtedness actually secured: (5) number and amount of bonds authorized and issued, describing each class separately, giving date of issue, par value, rate of interest, date of maturity and how secured; (6) other indebtedness, giving same by classes and describing security, if any; (7) amount of interest paid during previous fiscal year and rate thereof, if different rates were paid amount paid at each rate; (8) amount of dividends paid during previous fiscal year and rate thereof; (9) detailed statement of earnings and expenditures for, and balance sheet showing condition at close of last fiscal year.

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